



TSWAING LOCAL MUNICIPALITY

PROJECT NO: SCM 003/2021/22

KOPELA TAXI RANK SHELTER

TENDER DOCUMENT

July 2021

ISSUED BY: TSWAING LOCAL MUNICIPALITY

P. O. BOX 24

Delareyville

2770

Contact: 053 948 1630

NAME OF TENDERER:

CIDB CRS NUMBER:

CSD MAAA NUMBER:

TSWAING LOCAL MUNICIPALITY



PROJECT NO: SCM/003/2021/22

KOPELA TAXI RANK SHELTER

CONTENTS

THE TENDER

Part T1: Tendering Procedures

- T1.1 Tender notice and invitation to tender
- T1.2 Tender Data

Part T2: Returnable Documents

- T2.1 List of returnable documents
- T2.2 Returnable schedules

THE CONTRACT

Part C1: Agreements and Contract Data

- C1.1 Form of Offer and Acceptance
- C1.2 Contract Data
- C1.3 Form of Guarantee

Part C2: Pricing Data

- C2.1 Pricing Instructions
- C2.2 Bills of quantities

Part C3: Scope of Work

- C3 Scope of Work

Part C4: Site Information

- C4 Site Information

Part C5 : Additional Relevant Documents

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2



TSWAING LOCAL MUNICIPALITY

Suitably qualified service providers are hereby invited to submit proposals for the following:

Bid No.	Description	User Department	Tender Submission Date	Compulsory Briefing Session	Supply Chain Management	CIBD Grading	Points
SCM 003/2021/22	KOPELA TAXI RANK SHELTER	Ms G Moipolai/ Mr T J Meerken 053 948 0073	Monday, 16 August 2021 at 12H00	No Compulsory briefing session	Mr D Masibi 053 948 1943	3GB or Higher	80/10

Bid documents will be available from Monday, 12 July 2021 at 10:00 on e-tender portal at no cost.

Compulsory Briefing Session: No Compulsory briefing session.

By Hand: Bid documents with supporting documents must be sealed and externally endorsed with the Bid No., Description and placed in a bid box of the Tswaing Local Municipality, Municipal Building, Cnr Delarey and Government street, Delareyville.

By Post: To reach to Supply Chain Management, P.O Box 24, Delareyville, 2770 in sufficient time for it to be placed in the Tender Box before closing time.

Opening of tenders: No tender opening due to Covid 19 regulations

Bidders must take note of the following: Person in the services of the state is not allowed to bid-bidders are requested to attach an original Tax Clearance Certificate obtainable from SARS- Bidders are requested to read and take note of the "returnable document and schedule on the bid document. All companies must be registered on the CSD in compliance with Circular 81 of the MFMA. For Functionality, the service provider must score 70/100

Approved/Not approved

Mr M Moruti
Municipal Manager

T1.2 TENDER DATA

The conditions of tender are the Standard Conditions of Tender as contained in Annex F of the CIDB Standard for Uniformity in Construction Procurement (May 2010) (Available on www.cidb.co.za).

The Tender Data makes several references to the CIDB Standard Conditions of Tender for details that apply specifically to this tender. The Tender Data shall have precedence in the interpretation of any ambiguity or inconsistency between it and the CIDB Standard Conditions of Tender.

Each item of data given below is cross-referenced to the clause in the Standard Conditions of Tender to which it mainly applies.

Clause No.	
F.1.1	The Employer is: Tswaing Local Municipality P O Box 24 Delareyville 2770
F.1.2	The tender document's contents are as follows: Part T1 : Tendering Procedures T1.1 Tender Notice and invitation to tender (WHITE) T1.2 Tender Data (PINK) Part T2: Returnable Documents T2.1 List of Returnable documents (YELLOW) T2.2 Returnable schedules (YELLOW) THE CONTRACT Part C1: Agreements and Contract Data C1.1 Form of Offer and Acceptance (YELLOW) C1.2 Contract Data (YELLOW) C1.3 Form of Guarantee (YELLOW) Part C2: Pricing Data C2.1 Pricing Instructions (YELLOW) C2.2 Bill of Quantities (YELLOW) Part C3: Scope of Work C3 Scope of Work (BLUE) Part C4: Site Information C4 Site Information (GREEN) Part C5: Additional Relevant Documents (WHITE)

Contractor

Witness 1

Witness 2

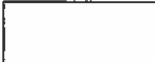
Employer

Witness 1

Witness 2

F1.3	Interpretation The tender data and additional requirements contained in the tender schedules that are included in the returnable documents are deemed to be part of these tender conditions.	
F.1.4	The Employer's Representative is:	Mr TJ Meerken Tel: 053 948 0073 Ms G Moipolai Tel: 053 948 0073
	Attention is drawn to the fact that verbal communication given by the Employer's representative prior to the close of tenders will not be regarded as binding on the employer. Only information issued formally by the employer in writing to the tenders, under the signature of the Accounting Officer or his nominee will be regarded as amending the tender documents. Tender offer communicated on paper shall be submitted as an original. In the event that no correspondence or communication is received from the TLM within ninety (90) days after the stipulated closing date and time of the tender, the tender proposal will be deemed to be unsuccessful.	
F.1.5.1	Reject or Accept The Employer may accept or reject any variation, deviation, tender offer, or alternative tender offer, and may cancel the tender process and reject all tender offers at any time before the formation of a contract. The employer shall not accept or incur any liability to a tenderer for such a cancellation and rejection, but will give written reasons for such action upon written request to do so.	
F.2.1	Eligibility Only those tenderers who satisfy the following criteria are eligible to submit tenders: Only those Tenderers who are registered with the Construction Industry Development Board(CIDB), in a Contractor grading designation equal to 3GB or higher than 3GB class construction work, are eligible to have their tenders evaluated. Joint Ventures are eligible to submit tenders provided that: - every member of the joint venture is registered with the CIDB; - the combined Contractor grading designation calculated in accordance with the Construction Industry Development Regulations is equal to or higher than 3GB class of construction work. - that both members of the JV be represented at the compulsory clarification meeting. Only tenderers who registered with CIDB and relevant grading are eligible to submit tenders. - Prospective Bidder must comply with Circular 81 of MFMA (Registration and Compliance with the CSD)	
F.2.2	Compensation of tendering Accept that the Employer will not compensate the tenderer for any costs incurred in the preparation and submission of a tender offer, including the costs of any testing necessary to demonstrate that aspects of the offer satisfy requirements.	
F.2.3	Check documents Check the tender documents on receipt for completeness and notify the employer of any	


Contractor


Witness 1


Witness 2


Employer


Witness 1


Witness 2

	discrepancy or omission.
F.2.4	Confidentiality and copyright Treat as confidential all matters arising in connection with the tender. Use and copy the documents issued by the employer only for the purpose of preparing and submitting a tender offer in response to the invitation.
F.2.5	Reference documents Obtain, as necessary for submitting a tender offer, copies of the latest versions of standards, specifications, conditions of contract and other publications, which are not attached but which are incorporated into the tender documents by reference.
F.2.6	Acknowledge Addenda Acknowledge receipt of addenda to the tender documents, which the employer may issue, and if necessary apply for an extension of the closing time stated in the tender data, in order to take the addenda into account.
F.2.7	The arrangements for a compulsory clarification meeting are: Compulsory clarification meeting: No compulsory briefing session No individual should represent more than one tenderer at the compulsory briefing session. Non-completion in full of the fields required on the attendance register may lead to automatic disqualification. All joint venture partners must be individually represented at the compulsory clarification meeting.
F.2.8	Seek clarification Questions or queries must be submitted to the Engineer at least five (5) working days before the stipulated closing date and time of the tender. However, TLM shall not be liable nor assume liability for failure to respond to any questions and / or queries raised by the Tenderer
F.2.10	Pricing the tender State the rates and prices in Rand
F.2.11	Alterations to documents Do not make any alterations or additions to the tender documents, except to comply with instructions issued by the employer, or necessary to correct errors made by the tenderer. All signatories to the tender offer shall sign next to all such alterations. Erasures and the use of masking fluid are prohibited.
F.2.12	Alternative tender offers Alternative offers may be submitted only if a main tender offer, strictly in accordance with all the requirements of the tender documents, is also submitted. The alternative tender offer is to be submitted with the main tender offer together with a schedule that compares the requirements of the tender documents with the alternative requirements the tenderer proposes. Acceptance of an alternative tender offer will mean acceptance in principle of the offer. It will be


Contractor


Witness 1


Witness 2


Employer


Witness 1


Witness 2

	an obligation of the contract for the tenderer, in the event that the alternative is accepted, to accept full responsibility and liability that the alternative offer complies in all respects with the Employer's standards and requirements.
F.2.13	Submitting a tender offer No late, faxed, emailed or other form of tender will be accepted. Completed tenders with attached documents, if any, must be submitted in Black ink in sealed envelopes and clearly marked "PROJECT NO: PROJECT DESCRIPTION" must be placed in Tender Box at Municipal Offices, Tswaing Local Municipality Cnr General Delarey and Government Street, Delareyville. Accept that a tender submitted to the employer cannot be withdrawn or substituted. No substitute tenders will be considered. All tenders received by the Tswaing Local Municipality will remain in the Municipality's possession until after the stipulated closing date and time.
F.2.14	Information and data to be completed in all respects Accept that tender offers, which do not provide all the data or information requested completely and in the form required, may be regarded by the employer as non-responsive. Responsive tenders are ONLY those tenders with all documents and pages, contained herein, that have been signed by the responsible person duly authorised to sign all documents indicated on the returnable document "FORM C Authority of Signatory."
F.2.15	Closing time Closing date: Monday, 16 August 2021 Closing Time: 12h00
F.2.16	Tender offer validity The Tender offer validity period is 90 Days.
F.2.18	Provide other material 1. Proposed Key Personnel The tenderer shall indicate I. All staff positions/titles proposed for the team and the relationship between them II. Names of key professional people, and III. Parent firm abbreviation and in brackets (for JVs) after each professional person The text of this section shall include the concise statement of the duties of each individual of the organisation and the suitability of his/her qualifications for the assignment. In this part of the tender, the Tenderer shall also supply Curriculum Vitae (CV's) for the Professional Staff named on the organisational chart and working on full time basis for the Tenderer. The CV should follow the normal Professional Format as used by Professional Service Providers. Each CV should give at least the following:


Contractor


Witness 1


Witness 2


Employer


Witness 1


Witness 2

	○ Name, Age, parent firm, position in the parent firm and within the organisation of this assignment ○ Educational qualifications ○ Relevant experience (actual duties performed, involvement and responsibility), including locations, dates and durations of assignments, starting with the latest. ○ Summary of experience ○ Language proficiency and ○ References (company name, individual name, position held, contact details) The CV must include a statement dated and signed by the individual, indicating his agreement to work on the assignment. Much importance will be placed on the experience of the staff proposed. The Tender must ensure that, if selected, the nominated staff will be assigned as proposed. Failure to do so may result in the annulment of any acceptance of the Tenders' proposal and/ or Agreement entered into by the Client for the execution of the services. 2. Joint Venture arrangements should be in accordance with the CIDB guidelines (D2 or latest version), Joint venture must be constituted by means of a comprehensive and fair, written agreement between the members, which sets out their obligations, rights, risks and rewards. Joint venture members should share at least the following aspects of the joint venture activities in a meaningful and equitable manner: 1. Control 2. Management 3. Operations 4. Risk 5. Profit and Loss The tenderer shall list in the appropriate Forms the appropriate related projects undertaken by the member firms of the tenderer within the last five (5) years. Provide short precise report on 3 completed projects with client – specific evidential information (or consultant specific ONLY in the absence of client specific formats) Please fill in the exact required information, failing which your bid will be rendered non responsive. The tenderer shall provide documentation of company experience of each member of the Consortium/Joint Venture in design, project development, and project management of roads and storm water related projects. The tenderer is required to submit with his tender: Non Submission of the following documents will result in automatic disqualification: (1) a Tax Compliance Status PIN or an original valid Tax Clearance Certificate issued by the South African Revenue Services; and (2) a certified copy of the Company / CC Registration. In case of Joint Venture – both
--	---

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

	companies / cc to submit registration documentation. (3) In case of Joint Venture – the Joint Venture Agreement. (4) Certified copy of valid Certificate of Good Standing with Compensation Commissioner.
F.3.4	Opening of tender submissions Tenders will not be opened in public due to Covid-19 regulations.
F.3.6	Non-disclosure After the opening of the tender offers, no information relating to the clarification, determination of responsiveness, evaluation and comparison of tender offers and recommendations concerning the award of the tender shall be disclosed to any other tenderer or persons not concerned with such process until the award of the Tender has been announced by the TLM.
F.3.11	Evaluation of tender offers The Tenderers notice is drawn to the fact that the evaluation, adjudication and awarding of this tender will be in terms of the Supply Chain Management Policy of the TLM and the Preferential Procurement Regulations of 2017. If the Tender does not comply with the Tender conditions, the Tender may be rejected. If specifications are not met, the Tender may also be rejected. <u>With regard to the above, certain actions or errors are unacceptable, and warrants REJECTION OF THE TENDER, for example:</u> ▪ Certified or scanned copies of Tax Clearance Certificates. (Only a Tax Compliance PIN or Original Tax Clearance Certificate must be attached to the Tender document). ▪ Non submission of company registration certificates. ▪ Non submission of the offer in the prescribed format ▪ Pages to be completed, removed from the Tender document, and have therefore not been submitted. ▪ Failure to fully complete the schedule of quantities as required. ▪ Failure to fully complete form of offer. ▪ Scratching out without initialling next to the amended rates or information. ▪ Writing over / painting out rates / the use of tippex or any erasable ink, e.g. pencil. ▪ Failure to attend compulsory briefing meetings ▪ The Tender has not been properly signed by a party having the authority to do so, according to the Form C – “Authority for Signatory” ▪ No authority for signatory submitted. ▪ Particulars required in respect of the Tender have not been provided – non-compliance of Tender requirements and/or specifications. ▪ The Tenderer’s attempts to influence, or has in fact influenced the evaluation and/or awarding of the contract. ▪ The Tender has been submitted after the relevant closing date and time ▪ If any municipal rates and taxes or municipal service charges owed by that Tenderer or any of its directors to the municipality, or to any other municipality or


Contractor


Witness 1


Witness 2


Employer


Witness 1


Witness 2

	municipal entity, are in arrears for more than three months. ▪ If any Tenderer who during the last five years has failed to perform satisfactorily on a previous contract with the municipality or any other organ of state after written notice was given to that Tenderer that performance was unsatisfactory. Failure to complete in all returnable schedules and signing thereof will results an automatic disqualification. 2. Size of enterprise and current workload Evaluation of the Tenderer's position in terms of: ▪ Previous and expected current annual turnover ▪ Current contractual obligations ▪ Capacity to execute the contract 3. Staffing profile Evaluation of the Tenderer's position in terms of: ▪ Staff available for this contract being Tendered for ▪ Qualifications, registration and experience of key staff to be utilised on this contract 4. Previous experience Evaluation of the Tenderer's position in terms of his previous experience. Emphasis will be placed on the following: ▪ Experience in the relevant technical field ▪ Experience of contracts of similar size ▪ Some or all of the references will be contacted to obtain their input. 5. Financial ability to execute the contract: Evaluation of the Tenderer's financial ability to execute the contract. Emphasis will be placed on the following: ▪ Contact the Tender's bank manager to assess the Tenderer's financial ability to execute the contract and the Tenderer hereby grants his consent for this purpose. 6. Good standing with SA Revenue Services ▪ Determine whether an original valid tax clearance certificate has been submitted. ▪ The Tenderer <u>must affix an original valid Tax Clearance Certificate to the designated page of the Tender document.</u>
--	--

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

If the Tender does **not** meet the requirements contained in the TLM supply chain Policy, and the mentioned framework, it will be rejected by the Council, and may not subsequently be made acceptable by correction or withdrawal of the non-conforming deviation or reservation.

7. Penalties

Tswaing Local Municipality will if upon investigation it is found that a preference in terms of the Act and these regulations has been obtained on a fraudulent basis, or any specified goals are not attained in the performance of the contract, one or more of the following penalties will be imposed:

- Cancel the contract and recover all losses or damages incurred or sustained from the Tenderer.
- Impose a financial penalty of twice the theoretical financial preference associated with the claim, which was made in the Tender.
- Restrict the firm, its shareholders and directors on obtaining any business from the Tswaing Local Municipality for a period of 5 years.

8. Tender evaluation points

Tender evaluation points will be allocated as per the Supply Chain Management policy and the preferential procurement policy framework Act, 2000: preferential procurement regulations, 2017 including the following:

Preference points for this bid shall be awarded for:

- (a) Price; and
- (b) B-BBEE Status Level of Contribution.

	POINTS
PRICE	80/90
B-BBEE STATUS LEVEL OF CONTRIBUTION	20/10

Regulations of disputes, objections, complaints and queries will be handled in accordance with Supply Chain Management Policy of Tswaing Local Municipality.

F.3.11.5

The procedure for the evaluation of responsive tenders is **Method 4:** Financial offer, Quality and Preferences

In the case of a financial offer, quality and preferences:

- a) Score each tender in respect of the financial offer made, preference claimed, if any, and the quality offered in accordance with the provisions of F.3.11.7 to F.3.11.9, rejecting all tender offers that fail to score the minimum number of points for quality stated in the tender data, if any.
- b) Calculate the total number of tender evaluation points (T_{EV}) in accordance with the following formula, unless otherwise stated in the Tender Data:

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

	$T_{EV} = N_{FO} + N_P + N_Q$ where: N_{FO} is the number of tender evaluation points awarded for the financial offer made in accordance with F.3.11.7; N_P is the number of tender evaluation points awarded for preferences claimed in accordance with F.3.11.8. N_Q is the number of tender evaluation points awarded for quality offered in accordance with F.3.11.9. c) Rank tender offers from the highest number of tender evaluation points to the lowest. d) Recommend the tenderer with the highest number of tender evaluation points for the award of the contract, unless there are compelling and justifiable reasons not to do so. e) Rescore and re-rank all tenderers should there be compelling and justifiable reasons not to recommend the tenderer with the highest number of tender evaluation points and recommend the tenderer with the highest number of tender evaluation points, unless there are compelling and justifiable reasons not to do so and the process set out in this subclause is repeated.
F3.11.9	Scoring quality Score each of the criteria and subcriteria for quality in accordance with the provisions of the Tender Data. Calculate the total number of tender evaluation points for quality using the following formula: $N_Q = W_2 \times S_Q / M_S$ where: S_Q is the score for quality allocated to the submission under consideration; M_S is the maximum possible score for quality in respect of a submission; and W_2 is the maximum possible number of tender evaluation points awarded for the quality as stated in the tender data

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

Functionality Table

CRITERIA		POINTS	
		MAX	
PROJECT TEAM		40	
Contract Manager		20	
	N. Dip: Civil + 10 Years Experience or B-Tech Civil + 5 Years Experience	10	
	B-Tech Civil + 10 Years Experience	20	
Site Agent		10	
	No Qualification with/plus	0	
	Qualification at least N. Dip Civil Eng.: with/plus	2	
	< 5 Years Experience in Construction Industry	2	
	5 to 10 Years Experience in Construction Industry	6	
	> 10 Years Experience in Construction Industry	8	
Foreman		10	
	2 to 5 Years Experience in Road Construction	3	
	5 to 10 Years Experience in Road Construction	8	
	> 10 Years Experience in Road Construction	10	
FINANCIAL RISK RATING		10	
	Bank Rating D	0	
	Bank Rating C	6	
	Bank Rating B	8	
	Bank Rating A	10	
SIMILAR PROJECTS COMPLETED		25	
	Projects < R3m or No Information Provided	15	
	2 Successful Projects R3m ≥ R9m/project	20	
	2 Successful Projects > R9m/project	25	
PROJECT PROGRAM & METHOD STATEMENT		15	
	Relevant Program of works on Gantt Chart	10	
	Relevant Method	15	
COMPANY PLANT AND RESOURCES		10	
	2 TLB'S, 1 EXCAVATOR 3 TIPPER TRUCKS, 1 20000L WATER TANKER 1 VIBRATOR ROLLER 2 LDV'S		
	ALL PLANT AVAILABLE	10	
	1 ITEM NOT PRESENT	7	
	2 ITEMS NOT PRESENT	4	
	3 ITEMS NOT PRESENT	2	
	4 ITEMS NOT PRESENT	0	
GRAND TOTALS (POINTS)		100	

Weighting			
30 points	25 points	10 points	Values ranging
25 - 30 = 5	21 - 25 = 5	9 - 10 = 5	5 - Being Excellent
19 - 24 = 3	16 - 20 = 3	7 - 8 = 3	4 - Being Very good
13 - 18 = 3	11 - 15 = 3	5 - 6 = 3	3 - Being good
7 - 12 = 2	6 - 10 = 2	3 - 4 = 2	2 - Being average
0 - 6 = 1	0 - 5 = 1	0 - 2 = 1	1 - Being poor

Contractor

Witness 1

Witness 2

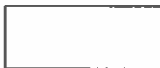
Employer

Witness 1

Witness 2

	$P_s = S_o/M_s \times 100$ Where P_s = percentage scored for functionality by the bid S_o = total score of the bid M_s = maximum possible score Minimum score of 70% for functionality should be obtain for the bidder to be further evaluated. The tenderer is to note that the following Additional Relevant Documents will form part of this contract: (i) Tswaing Local Municipality Supply Chain Management Policy, (ii) The preferential procurement policy framework Act, 2000: preferential procurement regulations, 2017 including the following: (iii) TLM health and safety specifications
F.3.17	Provide copies of the contracts The number of paper copies of the signed contract to be provided by the Employer is one.


Contractor


Witness 1


Witness 2


Employer


Witness 1


Witness 2

TSWAING LOCAL MUNICIPALITY



PROJECT NO: SCM/003/2021/22

PROJECT DESCRIPTION: KOPELA TAXI RANK SHELTER

T2.1 LIST OF RETURNABLE DOCUMENTS

1. Failure to fully complete and sign the relevant returnable documents shall render such a tender offer unresponsive.
2. Tenderers shall note that their signatures appended to each returnable form represents a declaration that they vouch for the accuracy and correctness of the information provided, including the information provided by candidates proposed for the specified key positions.
3. Notwithstanding any check or audit conducted by or on behalf of the Employer, the information provided in the returnable documents is accepted in good faith and as justification for entering into a contract with a tenderer. If subsequently any information is found to be incorrect such discovery shall be taken as wilful misrepresentation by that tenderer to induce the contract. In such event the Employer has the discretionary right to terminate the contract.

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

The Tenderer must complete and sign the following returnable Schedules:

Returnable Schedules required for Tender evaluation purposes

Form A	COMPULSORY ENTERPRISE QUESTIONNAIRE
Form B	DECLARATION OF BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES
Form C	DECLARATION OF INTEREST
Form D	AUTHORITY OF SIGNATORY
Form E	DECLARATION OF GOOD STANDING REGARDING TAX
Form F	FINANCIAL REFERENCES /TENDERER'S CREDIT RATING AND BANK DETAILS
Form G	MUNICIPAL UTILITY ACCOUNT
Form H	PREFERENCE SCHEDULE
Form I	PROPOSED KEY PERSONNEL
Form J	SCHEDULE OF PREVIOUS EXPERIENCE
Form K	SCHEDULE OF CURRENT PROJECTS
Form L	SCHEDULE OF INFRASTRUCTURE AND RESOURCES / PLANT AND EQUIPMENT
Form M	SCHEDULE OF PROPOSED SUB CONTRACTORS
Form N	PROGRAMME OF WORKS
Form O	RECORD OF ADDENDA TO TENDER DOCUMENTS
Form P	PROOF OF GOOD STANDING WITH COMPENSATION COMMISSIONER
Form Q	TENDERER'S PROJECT STRUCTURE
Form R	CERTIFICATE OF INDEPENDENT BID DETERMINATION
Form S	DECLARATION TENDERER'S LITIGATION HISTORY

Returnable Documents that will be incorporated into the contract

C1.1	Offer Portion of Form of Offer and Acceptance
C1.2	Contract Data (Part 2)
C1.3	Form of Guarantee
C2.2	Bill of Quantities

Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2

TSWAING LOCAL MUNICIPALITY



PROJECT NO: SCM/003/2021/22

PROJECT DESCRIPTION: KOPELA TAXI RANK SHELTER

T2.2 RETURNABLE DOCUMENTS

RETURNABLE DOCUMENTS REQUIRED FOR TENDER EVALUATION PURPOSES

FORM A: COMPULSORY ENTERPRISE QUESTIONNAIRE

In the case of a Joint Venture – This page is to be completed and submitted in respect of each partner

1. NAME OF ENTERPRISE

2. CONTACT PERSON

3. CONTACT NUMBER

4. FAX NUMBER

5. E-MAIL ADDRESS

6. POSTAL ADDRESS

7. PHYSICAL ADDRESS

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

- 8 VAT REGISTRATION NUMBER
9 TAX REFERENCE NUMBER
10 CIDB REGISTRATION NUMBER
10.1 CIDB GRADING

- 11 HAS A B-BBEE STATUS LEVEL VERIFICATION
CERTIFICATE BEEN SUBMITTED

YES		NO	
-----	--	----	--

IF YES, WHO WAS THE CERTIFICATE ISSUED BY?

- AN ACCOUNTING OFFICER AS CONTEMPLATED IN THE CLOSE CORPORATION ACT (CCA) ☐
A VERIFICATION AGENCY ACCREDITED BY THE SOUTH AFRICAN NATIONAL ACCREDITATION SYSTEM (SANAS) ☐
A REGISTERED AUDITOR ☐
(Tick applicable box)

- 12 (A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE MUST BE SUBMITTED IN ORDER TO QUALIFY FOR
PREFERENCE POINTS FOR B-BBEE)

ARE YOU THE ACCREDITED REPRESENTATIVE
IN SOUTH AFRICA FOR THE GOODS/SERVICES/WORKS OFFERED ?

YES		NO	
-----	--	----	--

If Yes, Enclose Proof

.....
Signature

.....
Date

.....
CAPACITY UNDER WHICH BID IS SIGNED

.....
Name of Bidder

--

Contractor

--

Witness 1

--

Witness 2

--

Employer

--

Witness 1

--

Witness 2

ATTACH THE FOLLOWING DOCUMENTS:
--

1. **For Closed Corporations**

CK1 or CK2 as applicable (Founding Statement)

2. **For Companies**

- A copy of the Certificate of Incorporation
- Certified Copies of the ID's of the Directors and
- the shareholders register

3. **For Joint Venture Agreements**

- Copy of the Joint Venture Agreement between all the parties,
- as well as the documents in (1) or (2) of each Joint Venture member.

4. **For Partnership**

- Certified Copies of the ID's of the partners

5. **One person Business / Sole trader**

- Certified Copy of ID

6. **B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE**

- Original and valid B-BBEE Status Level Verification Certificates or Certified Copy thereof

Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2

FORM B: DECLARATION OF BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES (MBD8)

- 1 This Municipal Bidding Document must form part of all bids invited.
- 2 It serves as a declaration to be used by municipalities and municipal entities in ensuring that when goods and services are being procured, all reasonable steps are taken to combat the abuse of the supply chain management system.
- 3 The bid of any bidder may be rejected if that bidder, or any of its directors have:
 - a. abused the municipality's / municipal entity's supply chain management system or committed any improper conduct in relation to such system;
 - b. been convicted for fraud or corruption during the past five years;
 - c. willfully neglected, reneged on or failed to comply with any government, municipal or other public sector contract during the past five years; or
 - d. been listed in the Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004).
- 4 In order to give effect to the above, the following questionnaire must be completed and submitted with the bid.

Item	Question	Yes	No
4.1	Is the bidder or any of its directors listed on the National Treasury's Database of Restricted Suppliers as companies or persons prohibited from doing business with the public sector? (Companies or persons who are listed on this Database were informed in writing of this restriction by the Accounting Officer/Authority of the institution that imposed the restriction after the <i>audi alteram partem</i> rule was applied). The Database of Restricted Suppliers now resides on the National Treasury's website(www.treasury.gov.za) and can be accessed by clicking on its link at the bottom of the home page.	Yes ☐	No ☐
4.1.1	If so, furnish particulars:		
4.2	Is the bidder or any of its directors listed on the Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004)? The Register for Tender Defaulters can be accessed on the National Treasury's website (www.treasury.gov.za) by clicking on its link at the bottom of the home page.	Yes ☐	No ☐
4.2.1	If so, furnish particulars:		
4.3	Was the bidder or any of its directors convicted by a court of law (including a court of law outside the Republic of South Africa) for fraud or corruption during the past five years?	Yes ☐	No ☐
4.3.1	If so, furnish particulars:		

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

4.4	Does the bidder or any of its directors owe any municipal rates and taxes or municipal charges to the municipality / municipal entity, or to any other municipality / municipal entity, that is in arrears for more than three months?	Yes ☐	No ☐
4.4.1	If so, furnish particulars:		
4.5	Was any contract between the bidder and the municipality / municipal entity or any other organ of state terminated during the past five years on account of failure to perform on or comply with the contract?	Yes ☐	No ☐
4.7.1	If so, furnish particulars:		

CERTIFICATION

I, THE UNDERSIGNED (FULL NAME).....

CERTIFY THAT THE INFORMATION FURNISHED ON THIS DECLARATION FORM IS TRUE AND CORRECT.

I ACCEPT THAT, IN ADDITION TO CANCELLATION OF A CONTRACT, ACTION MAY BE TAKEN AGAINST ME SHOULD THIS DECLARATION PROVE TO BE FALSE.

.....
Signature

.....
Date

.....
Position

.....
Name of Bidder

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

FORM C: DECLARATION OF INTEREST (MBD4)

1. No bid will be accepted from persons in the service of the state¹.
2. Any person, having a kinship with persons in the service of the state, including a blood relationship, may make an offer or offers in terms of this invitation to bid. In view of possible allegations of favouritism, should the resulting bid, or part thereof, be awarded to persons connected with or related to persons in service of the state, it is required that the bidder or their authorised representative declare their position in relation to the evaluating/adjudicating authority.
- 3 **In order to give effect to the above, the following questionnaire must be completed and submitted with the bid.**

3.1 Full Name of bidder or his or her Representative:

3.2 Identity Number:

3.3 Position occupied in the Company (director, trustee, shareholder²):

3.4 Company Registration Number:

3.5 Tax Reference Number:

3.6 VAT Registration Number:

3.7 The names of all directors / trustees / shareholders members, their individual identity numbers and state employee numbers must be indicated in paragraph 4 below.

3.8 Are you presently in the service of the state? **YES / NO**

3.8.1 If yes, furnish particulars:

¹MSCM Regulations: "in the service of the state" means to be –

- (a) a member of –
 - (i) any municipal council;
 - (ii) any provincial legislature; or
 - (iii) the national Assembly or the national Council of provinces;
- (b) a member of the board of directors of any municipal entity;
- (c) an official of any municipality or municipal entity;
- (d) an employee of any national or provincial department, national or provincial public entity or constitutional institution within the meaning of the Public Finance Management Act, 1999 (Act No.1 of 1999);
- (e) a member of the accounting authority of any national or provincial public entity; or
- (f) an employee of Parliament or a provincial legislature.

² Shareholder" means a person who owns shares in the company and is actively involved in the management of the company or business and exercises control over the company.

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

3.9 Have you been in the service of the state for the past twelve months? **YES / NO**

3.9.1 If yes, furnish particulars.....

3.10 Do you have any relationship (family, friend, other) with persons in the service of the state and who may be involved with the evaluation and or adjudication of this bid? **YES / NO**

3.10.1 If yes, furnish particulars.....

3.11 Are you, aware of any relationship (family, friend, other) between any other bidder and any persons in the service of the state who may be involved with the evaluation and or adjudication of this bid? **YES / NO**

3.11.1 If yes, furnish particulars.....

3.12 Are any of the company's directors, trustees, managers, principle shareholders or stakeholders in service of the state? **YES / NO**

3.12.1 If yes, furnish particulars.....

3.13 Are any spouse, child or parent of the company's directors trustees, managers, principle shareholders or stakeholders in service of the state? **YES / NO**

3.13.1 If yes, furnish particulars.....

3.14 Do you or any of the directors, trustees, managers, principle shareholders, or stakeholders of this company have any interest in any other related companies or business whether or not they are bidding for this contract. **YES / NO**

3.14.1 If yes, furnish particulars.....

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

4. Full details of directors / trustees / members / shareholders.

Full Name	Identity Number	State Employee Number

.....
Signature

.....
Date

.....
Capacity

.....
Name of Bidder

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

FORM D: AUTHORITY OF SIGNATORY

Details of person responsible for tender process:

Name : _____

Contact number : _____

Office address : _____

Signatories for close corporations and companies shall confirm their authority by attaching to this form a **duly signed and dated original or certified copy on the Company Letterhead** of the relevant resolution of their members or their board of directors, as the case may be.

PRO-FORMA FOR COMPANIES AND CLOSE CORPORATIONS:

"By resolution of the board of directors passed on (date).....

Mr
.....

has been duly authorized to sign all documents in connection with the Tender for Contract Number

..... and any Contract which may arise there from on

behalf of

(BLOCK CAPITALS)

SIGNED ON BEHALF OF THE COMPANY

IN HIS CAPACITY AS

DATE

FULL NAMES OF SIGNATORY

AS WITNESSES: 1.

2.

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

PRO-FORMA FOR JOINT VENTURES:

Certificate of Authority for Joint Ventures

We, the undersigned, are submitting this tender offer in Joint Venture and hereby authorise Mr/Ms, authorised signatory of the company, acting in the capacity of lead partner, to sign all documents in connection with the tender offer and any contract resulting from it on our behalf.

NAME OF FIRM	ADDRESS	DULY AUTHORISED SIGNATORY
		Signature: Name: Designation:
		Signature: Name: Designation:
		Signature: Name: Designation:
		Signature: Name: Designation:

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

**ATTACH HERETO THE DULY SIGNED AND DATED ORIGINAL OR
CERTIFIED COPY OF AUTHORITY OF SIGNATORY ON COMPANY
LETTERHEAD**


Contractor


Witness 1


Witness 2


Employer


Witness 1


Witness 2

FORM E: DECLARATION OF GOOD STANDING REGARDING TAX (MBD 2)

**ATTACH ORIGINAL VALID TAX CLEARANCE CERTIFICATE TO
THIS PAGE**

The original Tax Clearance Certificate must be submitted together with the bid. Failure to submit the original and valid Tax Clearance Certificate will result in the invalidation of the bid. Certified copies of the Tax Clearance Certificate will not be acceptable.

In bids where Consortia / Joint Ventures / Sub-contractors are involved, each party must submit a separate Tax Clearance Certificate


Contractor


Witness 1


Witness 2


Employer


Witness 1


Witness 2

FORM F: FINANCIAL REFERENCES

DETAILS OF TENDERERS BANKING INFORMATION

Notes to tenderer:

1. The tenderer shall attach to this form a letter from the bank confirming the bank account and details. Failure to provide the required letter with the tender submission shall render the tenderer's offer unresponsive.
2. The tenderer's banking details as they appear below shall be completed.
3. In the event that the tenderer is a joint venture enterprise, details of all the members of the joint venture shall be similarly provided and attached to this form.

BANK NAME:										
ACCOUNT NAME: (e.g. ABC Civil Construction cc)										
ACCOUNT TYPE: (e.g. Savings, Cheque etc)										
ACCOUNT NO:										
ADDRESS OF BANK:										
CONTACT PERSON:										
TEL. NO. OF BANK / CONTACT:										
How long has this account been in existence:	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 60%;">0-6 months</td> <td style="width: 40%;"></td> </tr> <tr> <td>7-12 months</td> <td></td> </tr> <tr> <td>13-24 months</td> <td></td> </tr> <tr> <td>More than 24 months</td> <td></td> </tr> </table>	0-6 months		7-12 months		13-24 months		More than 24 months		(Tick which is appropriate)
0-6 months										
7-12 months										
13-24 months										
More than 24 months										

Name of Tenderer:

Date:

Signature :

Full name of signatory:

[Signature Box]
Contractor

[Signature Box]
Witness 1

[Signature Box]
Witness 2

[Signature Box]
Employer

[Signature Box]
Witness 1

[Signature Box]
Witness 2

**ATTACH ORIGINAL LETTER FROM BANK TO THIS PAGE
(NOT OLDER THAN THREE MONTHS)**

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

FORM G: MUNICIPAL UTILITY ACCOUNT

DECLARATION BY THE TENDERER

I the undersigned _____, has been duly

authorized to sign all documents with the Tender for Contract Number _____ on behalf of

_____ hereby make a declaration as follows:
(referred to herein as "the Bidder")

1. I declare that the bidder and /or any of its director(s) / member(s) does not owe the municipality, or any other municipality and/or municipal entity any amount which is in arrears in respect of any municipal rates and taxes or municipal service charges.
2. I understand and accept that in the event that this declaration is proved to be false, the bid shall be rejected forthwith. All other rights of the municipality (including but not limited to the right to claim damages where applicable) shall remain reserved in full.

SIGNED ON BEHALF OF THE COMPANY

IN HIS CAPACITY AS

DATE

FULL NAMES OF SIGNATORY

ATTACH MUNICIPAL UTILITY ACCOUNTS
(not older than three months)

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

FORM H: PREFERENCE SCHEDULE (MBD 6.1)

PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2017

This preference form must form part of all bids invited. It contains general information and serves as a claim form for preference points for Broad-Based Black Economic Empowerment (B-BBEE) Status Level of Contribution

NB: BEFORE COMPLETING THIS FORM, TENDERES MUST STUDY THE GENERAL CONDITIONS, DEFINITIONS AND DIRECTIVES APPLICABLE IN RESPECT OF B-BBEE, AS PRESCRIBED IN THE PREFERENTIAL PROCUREMENT REGULATIONS, 2017.

1. GENERAL CONDITIONS

1.1 The following preference point systems are applicable to all bids:

- the 80/20 system for requirements with a Rand value from R30 000.00 up to R50 000 000.00 (all applicable taxes included); and
- the 90/10 system for requirements with a Rand value above R50 000 000.00 (all applicable taxes included).

1.2 The value of this bid is estimated to be below R50 000 000.00 (all applicable taxes included) and therefore the.....system shall be applicable.

1.3 Preference points for this bid shall be awarded for:

- (a) Price; and
- (b) B-BBEE Status Level of Contribution.

1.3.1 The maximum points for this bid are allocated as follows:

	POINTS
PRICE	80/90
B-BBEE STATUS LEVEL OF CONTRIBUTION	20/10
Total points for Price and B-BBEE must not exceed	100

1.4 Failure on the part of a bidder to fill in and/or to sign this form and submit a B-BBEE Verification Certificate from a Verification Agency accredited by the South African Accreditation System (SANAS) or a Registered Auditor approved by the Independent Regulatory Board of Auditors (IRBA) or an Accounting Officer as contemplated in the Close Corporation Act (CCA) together with the bid, will be interpreted to mean that preference points for B-BBEE status level of contribution are not claimed.

1.5 The purchaser reserves the right to require of a bidder, either before a bid is adjudicated or at any time subsequently, to substantiate any claim in regard to preferences, in any manner required by the purchaser.


Contractor


Witness 1


Witness 2


Employer


Witness 1


Witness 2

2 DEFINITIONS

- 2.1 **"B-BBEE"** means broad-based black economic empowerment as defined in section 1 of the Broad-Based Black Economic Empowerment Act;
- 2.2 **"B-BBEE status level of contributor"** means the B-BBEE status of an entity in terms of a code of good practice on black economic empowerment issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act;
- 2.3 **"black designated groups"** has the meaning assigned to it in the codes of good practice issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act;
- 2.4 **"black people"** has the meaning assigned to it in section 1 of the Broad-Based Black Economic Empowerment Act;
- 2.5 **"Broad-Based Black Economic Empowerment Act"** means the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003);
- 2.6 **"co-operative"** means a co-operative registered in terms of section 7 of the Co-operatives Act, 2005 (Act No. 14 of 2005);
- 2.7 **"designated group"** means-
- (a) black designated groups;
 - (b) black people;
 - (c) women;
 - (d) people with disabilities; or
 - (e) small enterprises, as defined in section 1 of the National Small Enterprise Act, 1996 (Act No. 102 of 1996);
- 2.8 **"designated sector"** means a sector, sub-sector or industry or product designated in Terms of Regulation 8(1)(a);
- 2.9 **"EME"** means an exempted micro enterprise in terms of a code of good practice on black economic empowerment issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act;
- 2.10 **"functionality"** means the ability of a tenderer to provide goods or services in accordance with specifications as set out in the tender documents;
- 2.11 **"military veteran"** has the meaning assigned to it in section 1 of the Military Veterans Act, 2011 (Act No. 18 of 2011);
- 2.12 **"National Treasury"** has the meaning assigned to it in section 1 of the Public Finance Management Act, 1999 (Act No. 1 of 1999);


Contractor


Witness 1


Witness 2


Employer


Witness 1


Witness 2

- 2.13** “**people with disabilities**” has the meaning assigned to it in section 1 of the Employment Equity Act, 1998 (Act No. 55 of 1998);
- 2.14** “**price**” includes all applicable taxes less all unconditional discounts;
- 2.15** “**proof of B-BBEE status level of contributor**” means-
- (a) the B-BBEE status level certificate issued by an authorised body or person;
 - (b) a sworn affidavit as prescribed by the B-BBEE Codes of Good Practice; or
 - (c) any other requirement prescribed in terms of the Broad-Based Black Economic Empowerment Act;
- 2.16** “**QSE**” means a qualifying small business enterprise in terms of a code of good practice on black economic empowerment issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act;
- 2.17** “**Rand value**” means the total estimated value of a contract in Rand, calculated at the time of the tender invitation;
- 2.18** “**rural area**” means-
- (a) a sparsely populated area in which people farm or depend on natural resources, including villages and small towns that are dispersed through the area; or
 - (b) an area including a large settlement which depends on migratory labour and remittances and government social grants for survival, and may have a traditional land tenure system;
- 2.19** “**stipulated minimum threshold**” means the minimum threshold stipulated in terms of regulation 8(1)(b);
- 2.20** “**the Act**” means the Preferential Procurement Policy Framework Act, 2000 (Act No. 5 of 2000);
- 2.21** “**township**” means an urban living area that any time from the late 19th century until 27 April 1994, was reserved for black people, including areas developed for historically disadvantaged individuals post 27 April 1994;
- 2.22** “**treasury**” has the meaning assigned to it in section 1 of the Public Finance Management Act, 1999 (Act No. 1 of 1999); and
- 2.23** “**youth**” has the meaning assigned to it in section 1 of the National Youth Development Agency Act, 2008 (Act No. 54 of 2008).

3. ADJUDICATION USING A POINT SYSTEM

- 3.1** The bidder obtaining the highest number of total points will be awarded the contract.
- 3.2** Preference points shall be calculated after prices have been brought to a comparative basis taking into

Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2

account all factors of non-firm prices and all unconditional discounts;.

- 3.3 Points scored must be rounded off to the nearest 2 decimal places.
- 3.4 In the event that two or more bids have scored equal total points, the successful bid must be the one scoring the highest number of preference points for B-BBEE.
- 3.5 However, when functionality is part of the evaluation process and two or more bids have scored equal points including equal preference points for B-BBEE, the successful bid must be the one scoring the highest score for functionality.
- 3.6 Should two or more bids be equal in all respects, the award shall be decided by the drawing of lots.

4. POINTS AWARDED FOR PRICE

4.1 THE 80/20 OR 90/10 PREFERENCE POINT SYSTEMS

A maximum of 80 or 90 points is allocated for price on the following basis:

$$\text{Where } P_s = 80 \left(1 - \frac{P_t - P_{\min}}{P_{\min}} \right) \quad \text{or} \quad P_s = 90 \left(1 - \frac{P_t - P_{\min}}{P_{\min}} \right)$$

P_s = Points scored for comparative price of bid under consideration
 P_t = Comparative price of bid under consideration
 $P_{\min}$ = Comparative price of lowest acceptable bid

5. Points awarded for B-BBEE Status Level of Contribution

- 5.1 In terms of Regulation 5 (2) and 6 (2) of the Preferential Procurement Regulations, preference points must be awarded to a bidder for attaining the B-BBEE status level of contribution in accordance with the table below:

B-BBEE Status Level of Contributor	Number of points (90/10 system)	Number of points (80/20 system)
1	10	20
2	9	18
3	6	14
4	5	12
5	4	8

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

6	3	6
7	2	4
8	1	2
Non-compliant contributor	0	0

- 5.2 Tenderes who qualify as EMEs in terms of the B-BBEE Act must submit a certificate issued by an Accounting Officer as contemplated in the CCA or a Verification Agency accredited by SANAS or a Registered Auditor. Registered auditors do not need to meet the prerequisite for IRBA's approval for the purpose of conducting verification and issuing EMEs with B-BBEE Status Level Certificates.
- 5.3 Tenderes other than EMEs must submit their original and valid B-BBEE status level verification certificate or a certified copy thereof, substantiating their B-BBEE rating issued by a Registered Auditor approved by IRBA or a Verification Agency accredited by SANAS
- 5.4 A trust, consortium or joint venture, will qualify for points for their B-BBEE status level as a legal entity, provided that the entity submits their B-BBEE status level certificate.
- 5.5 A trust, consortium or joint venture will qualify for points for their B-BBEE status level as an unincorporated entity, provided that the entity submits their consolidated B-BBEE scorecard as if they were a group structure and that such a consolidated B-BBEE scorecard is prepared for every separate bid.
- 5.6 Tertiary institutions and public entities will be required to submit their B-BBEE status level certificates in terms of the specialized scorecard contained in the B-BBEE Codes of Good Practice.
- 5.7 A person will not be awarded points for B-BBEE status level if it is indicated in the bid documents that such a bidder intends sub-contracting more than 25% of the value of the contract to any other enterprise that does not qualify for at least the points that such a bidder qualifies for, unless the intended sub-contractor is an EME that has the capability and ability to execute the sub-contract.
- 5.8 A person awarded a contract may not sub-contract more than 25% of the value of the contract to any other enterprise that does not have an equal or higher B-BBEE status level than the person concerned, unless the contract is sub-contracted to an EME that has the capability and ability to execute the sub-contract.

6. BID DECLARATION

- 6.1 Tenderes who claim points in respect of B-BBEE Status Level of Contribution must complete the following:

7. B-BBEE STATUS LEVEL OF CONTRIBUTION CLAIMED IN TERMS OF PARAGRAPHS 1.3.1.2 AND 5.1

- 7.1 B-BBEE Status Level of Contribution: =(maximum of 10 or 20 points)

- 7 (Points claimed in respect of paragraph 7.1 must be in accordance with the table reflected in paragraph 5.1 and must be substantiated by means of a B-BBEE certificate issued by a Verification Agency accredited by SANAS or a Registered Auditor approved by IRBA or an Accounting Officer as contemplated in the CCA).

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

8. SUB-CONTRACTING

8.1 Will any portion of the contract be sub-contracted?

YES		NO	
-----	--	----	--

8.1.1 If yes, indicate:

1 what percentage of the contract will be subcontracted? %

2 the name of the sub-contractor?

3 the B-BBEE status level of the sub-contractor?

4 whether the sub-contractor is an EME?

YES		NO	
-----	--	----	--

9. DECLARATION WITH REGARD TO COMPANY/FIRM

9.1 Name of firm:

9.2 VAT registration number

9.3 Company registration number

9.4

TYPE OF FIRM (Tick Applicable Box)

- ☐ Partnership/ Joint Venture/ Consortium
☐ One Person business/ sole propriety
☐ Close Corporation
☐ Company
☐ (Pty) Ltd
☐ Other : Specify

--

Contractor

--

Witness 1

--

Witness 2

--

Employer

--

Witness 1

--

Witness 2

9.5 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES

9.6 COMPANY CLASSIFICATION

Manufacturer
Supplier
Professional service provider
Other service providers, e.g. transporter, etc.
[TICK APPLICABLE BOX]

9.7 MUNICIPAL INFORMATION:

Municipality where business is situated

Registered Account Number

Stand Number

9.8 TOTAL NUMBER OF YEARS THE COMPANY/FIRM HAS BEEN IN BUSINESS?

9.9 I/we, the undersigned, who is / are duly authorised to do so on behalf of the company/firm, certify that the points claimed, based on the B-BBE status level of contribution indicated in paragraph 7 of the foregoing certificate, qualifies the company/ firm for the preference(s) shown and I / we acknowledge that:

The information furnished is true and correct;

- (ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form.
- (iii) In the event of a contract being awarded as a result of points claimed as shown in paragraph 7, the contractor may be required to furnish documentary proof to the satisfaction of the purchaser that the claims are correct;
- (iv) If the B-BBEE status level of contribution has been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the purchaser may, in addition to any other remedy it may have –
 - (a) disqualify the person from the bidding process;
 - (b) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;
 - (c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

- (d) restrict the bidder or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, from obtaining business from any organ of state for a period not exceeding 10 years, after the audi alteram partem (hear the other side) rule has been applied; and
- (e) forward the matter for criminal prosecution

WITNESSES:

1.

.....
SIGNATURE(S) OF BIDDER(S)

2.

DATE:

ADDRESS:

.....
.....
.....
.....


Contractor


Witness 1


Witness 2


Employer


Witness 1


Witness 2

FORM I: PROPOSED KEY PERSONNEL

The Tenderer shall list below the key personnel whom he proposes to employ on the project should his Tender be accepted,

Please list the personnel that you intend to appoint on this contract.			
DESCRIPTION	Name of Full time member	Staff to be appointed on this contract	
		No of Full Time employment	No of Part Time employment
Contract Manager			
Site Agent			
Clerk			
Foreman			
Material Technician			
Surveyor			
Operators			
Supervisor			
Labourers			
Other			
2.			
3.			
4.			
5.			

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

Provide two paged CV of Each key Personnel to be used in this project.
Each CV should give at least the following:

- Position in the firm and within the organisation of this assignment
- Proof of Educational qualifications
- Relevant experience (actual duties performed, involvement and responsibility), including locations, dates and durations of assignments, starting with the latest.
- Language proficiency and
- References (company name, individual name, position held, contact details)

(Affix the CV's and Attachments in a form of a booklet to the following Page.)

ATTACH CV'S OF KEY PERSONNEL TO THIS PAGE
--

Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2

FORM K: SCHEDULE OF CURRENT PROJECTS

Provide the following information on current projects
This information is material to the award of the Contract.

Description	Value (R) VAT excluded	Appointment Date	Expected Completion Date	Reference		Tel no and Fax
				Name	Organisation	

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

FORM L: SCHEDULE OF INFRASTRUCTURE AND RESOURCES

Provide information on the following:

Infrastructure and resources available for this project:

1. Physical facilities and Buildings.

Description	Address	Owned / leased

2. Equipment

Provide information on equipment and resources that you have available for this project.

1. EARTH MOVING EQUIPMENT	NUMBER OF UNITS OWNED BY CONTRACTOR	NUMBER OF UNITS ALLOCATED TO THIS CONTRACT	
		OWNED	HIRED
2. CONSTRUCTION EQUIPMENT			
3. CONSTRUCTION EQUIPMENT			

4. Size of enterprise and current workload

Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2

What was your turnover in the previous financial year?

What is the estimated turnover for your current financial year?

FORM M: SCHEDULE OF PROPOSED SUB-CONTRACTORS

NAME OF SUB-CONTRACTOR	FULL DESCRIPTION OF WORK TO BE PERFORMED BY SUB-CONTRACTOR

--

Contractor

--

Witness 1

--

Witness 2

--

Employer

--

Witness 1

--

Witness 2

FORM N: PROGRAMME OF WORKS

TENDERER TO ATTACH PROGRAMME OF WORKS
(Please use MS project Format)

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

FORM O: RECORD OF ADDENDA TO TENDER DOCUMENTS

We confirm that the following communication received from the Employer before the submission of this tender offer, amending the tender documents, have been taken into account in this tender offer:

	Date	Title of Details

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

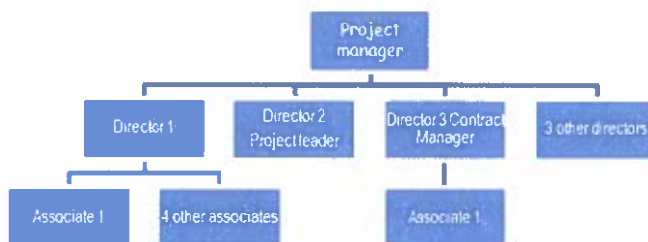
FORM P: PROOF OF CERTIFICATE OF GOOD STANDING WITH COMPENSATION COMMISSIONER

Affix Certified Proof of Good Standing with Compensation Commissioner on this page.

FORM Q: TENDERER'S PROJECT STRUCTURE

Notes to tenderer:

1. The intention of this form is to demonstrate the tenderer's project structure, as well as the lines of responsibility between members of the project team and between the project team and the overall company structure. The tenderer must attach his own organogram to this form.
2. Tenderers which are large companies may simplify the organogram by 'rolling up' portfolios e.g. combining directors/associates into one box of the organogram. However, the individual positions of the key personnel within the structure must still be shown.
3. Joint Venture tenders will require each element of the venture to submit separate organograms that show the individual structure of each member company and the lines of responsibility of the proposed personnel involved in the project. In addition there must also be a combined organogram that indicates how the joint venture itself will function and the proposed share of the work. Joint Venture tenderers shall note that the share of work indicated will be used in the analysis of such a tenderers preference proposed on returnable form D1, and that if awarded the share of work shall become a contractual obligation between the members of the joint venture.
4. State the city or town where the company's head office is located. The locality of regional or satellite office, regardless of degree of autonomy or size is not required. Only submit the number of offices other than the head office. Do not count offices outside RSA
5. Registered professional engineers, technicians or technologists means those who are involved in the built industry as well as allied fields such as environmental professionals. Registered professionals of other disciplines (e.g. mechanical) are considered as employees only.



Head Office:	
Other Offices:	
Registered Professionals:	
Total Employees :	
%share in JV agreement	

Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2

SIGNED ON BEHALF OF THE TENDERER:.....

FORM R: CERTIFICATE OF INDEPENDENT BID DETERMINATION
(MBD 9)

1. This Municipal Bidding Document (MBD) must form part of all bids¹ invited.
2. Section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, prohibits an agreement between, or concerted practice by, firms, or a decision by an association of firms, if it is between parties in a horizontal relationship and if it involves collusive bidding (or bid rigging).² Collusive bidding is a *pe se* prohibition meaning that it cannot be justified under any grounds.
3. Municipal Supply Regulation 38 (1) prescribes that a supply chain management policy must provide measures for the combating of abuse of the supply chain management system, and must enable the accounting officer, among others, to:
 - a. take all reasonable steps to prevent such abuse;
 - b. reject the bid of any bidder if that bidder or any of its directors has abused the supply chain management system of the municipality or municipal entity or has committed any improper conduct in relation to such system; and
 - c. cancel a contract awarded to a person if the person committed any corrupt or fraudulent act during the bidding process or the execution of the contract.
4. This MBD serves as a certificate of declaration that would be used by institutions to ensure that, when bids are considered, reasonable steps are taken to prevent any form of bid-rigging.
5. In order to give effect to the above, the attached Certificate of Bid Determination (MBD 9) must be completed and submitted with the bid:

¹ Includes price quotations, advertised competitive bids, limited bids and offers.

² Bid rigging (or collusive bidding) occurs when businesses, that would otherwise be expected to compete, secretly conspire to raise prices or lower the quality of goods and / or services for purchasers who wish to acquire goods and / or services through a bidding process. Bid rigging is, therefore, an agreement between competitors not to compete.

Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2

CERTIFICATE OF INDEPENDENT BID DETERMINATION

I, the undersigned, in submitting the accompanying bid:

(Bid Number and Description)

in response to the invitation for the bid made by:

(Name of Municipality / Municipal Entity)

do hereby make the following statements that I certify to be true and complete in every respect:

I certify, on behalf of: _____ that:

(Name of Bidder)

1. I have read and I understand the contents of this Certificate;
2. I understand that the accompanying bid will be disqualified if this Certificate is found not to be true and complete in every respect;
3. I am authorized by the bidder to sign this Certificate, and to submit the accompanying bid, on behalf of the bidder;
4. Each person whose signature appears on the accompanying bid has been authorized by the bidder to determine the terms of, and to sign, the bid, on behalf of the bidder;
5. For the purposes of this Certificate and the accompanying bid, I understand that the word "competitor" shall include any individual or organization, other than the bidder, whether or not affiliated with the bidder, who:
 - (a) has been requested to submit a bid in response to this bid invitation;
 - (b) could potentially submit a bid in response to this bid invitation, based on their qualifications, abilities or experience; and
 - (c) provides the same goods and services as the bidder and/or is in the same line of business as the bidder
6. The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However communication between partners in a joint venture or consortium³ will not be construed as collusive bidding.

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

7. In particular, without limiting the generality of paragraphs 6 above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:
- (a) prices;
 - (b) geographical area where product or service will be rendered (market allocation)
 - (c) methods, factors or formulas used to calculate prices;
 - (d) the intention or decision to submit or not to submit, a bid;
 - (e) the submission of a bid which does not meet the specifications and conditions of the bid; or
 - (f) bidding with the intention not to win the bid.
8. In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications and conditions or delivery particulars of the products or services to which this bid invitation relates.
9. The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.
10. I am aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to bids and contracts, bids that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of section 59 of the Competition Act No 89 of 1998 and or may be reported to the National Prosecuting Authority (NPA) for criminal investigation and or may be restricted from conducting business with the public sector for a period not exceeding ten (10) years in terms of the Prevention and Combating of Corrupt Activities Act No 12 of 2004 or any other applicable legislation.

.....
Signature

.....
Date

.....
Position

.....
Name of Bidder

³ Joint venture or Consortium means an association of persons for the purpose of combining their expertise, property, capital, efforts, skill and knowledge in an activity for the execution of a contract.

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

FORM S: DECLARATION OF TENDERER'S LITIGATION HISTORY

Note to tenderer:

The tenderer shall list below details of any litigation with which the tenderer (including its directors, shareholders or other senior members in previous companies) has been involved with any organ of state or state department within the last ten years. The details must include the year, the litigating parties, the subject matter of the dispute, the value of any award or estimated award if the litigation is current and in whose favour the award, if any, was made.

CLIENT	OTHER LITIGATING PARTY	DISPUTE	AWARD VALUE	DATE RESOLVED

.....
Signature

.....
Date

.....
Position

.....
Name of Bidder

.....

Contractor

.....

Witness 1

.....

Witness 2

.....

Employer

.....

Witness 1

.....

Witness 2



TSWAING LOCAL MUNICIPALITY



PROJECT NO: SCM/003/2021/22

PROJECT DESCRIPTION: KOPELA TAXI RANK SHELTER

C1 AGREEMENTS AND CONTRACT DATA

C1.1 Form of Offer and Acceptance

C1.2 Contract Data

C1.3 Form of Guarantee

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2



C1.1 FORM OF OFFER AND ACCEPTANCE

OFFER

The Employer, identified in the Acceptance signature block, has solicited offers to enter into a contract in respect _____ of _____ the _____ following _____ works:

The Tenderer, identified in the Offer signature block below, has examined the documents listed in the Tender Data and addenda thereto as listed in the Tender Schedules, and by submitting this Offer has accepted the Conditions of Tender.

By the representative of the Tenderer, deemed to be duly authorised, signing this part of this Form of Offer and Acceptance, the Tenderer offers to perform all of the obligations and liabilities of the Contractor under the Contract including compliance with all its terms and conditions according to their true intent and meaning for an amount to be determined in accordance with the Conditions of Contract identified in the Contract Data.

THE OFFERED TOTAL OF THE PRICES INCLUSIVE OF VALUE ADDED TAX IS

.....
..... Rand (in words); R (in figures).

This Offer may be accepted by the Employer by signing the Acceptance part of this Form of Offer and Acceptance and returning one copy of this document to the Tenderer before the end of the period of validity stated in the Tender Data, whereupon the Tenderer becomes the party named as the Contractor in the Conditions of Contract identified in the Contract Data.

Signature(s) _____

Name(s) _____

Capacity _____

For the tenderer _____
(Name and address of organisation)

Name & Signature
Of Witness _____
Name Date

Contractor Witness 1 Witness 2 Employer Witness 1 Witness 2



ACCEPTANCE

By signing this part of this Form of Offer and Acceptance, the Employer identified below accepts the Tenderer's Offer. In consideration thereof, the Employer shall pay the Contractor the amount due in accordance with the Conditions of Contract identified in the Contract Data. Acceptance of the Tenderer's Offer shall form an agreement between the Employer and the Tenderer upon the terms and conditions contained in this Agreement and in the Contract that is the subject of this Agreement.

The terms of the contract are contained in:

- Part 1 Agreements and Contract Data (which includes this Agreement)
- Part 2 Pricing Data
- Part 3 Scope of Work
- Part 4 Site information
- Part 5 Additional Documentation

and drawings and documents or parts thereof, which may be incorporated by reference into Parts 1 to 4 above. Deviations from and amendments to the documents listed in the Tender Data and any addenda thereto listed in the Tender Schedules as well as any changes to the terms of the Offer agreed by the Tenderer and the Employer during this process of offer and acceptance, are contained in the Schedule of Deviations attached to and forming part of this Agreement. No amendments to or deviations from said documents are valid unless contained in this Schedule, which must be duly signed by the authorised representative(s) of both parties.

The Tenderer shall within two weeks after receiving a completed copy of this Agreement, including the Schedule of Deviations (if any), contact the Employer's agent (whose details are given in the Contract Data) to arrange the delivery of any bonds, guarantees, proof of insurance and any other documentation to be provided in terms of the Conditions of Contract identified in the Contract Data at or just after the date this Agreement comes into effect. Failure to fulfil any of these obligations in accordance with those terms shall constitute a repudiation of this Agreement.

Notwithstanding anything contained herein, this Agreement comes into effect on the date when the Tenderer receives one fully completed original copy of this document, including the Schedule of Deviations (if any). Unless the Tenderer (now Contractor) within five days of the date of such receipt notifies the Employer in writing of any reason why he cannot accept the contents of this Agreement, this Agreement shall constitute a binding contract between the parties.

Signature(s) _____

Name(s) _____

Capacity _____

For the tenderer _____
(Name and address of organisation)

Name & Signature
Of Witness _____

Name Date

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2



SCHEDULE OF DEVIATIONS

Notes:

1. The extent of deviations from the tender documents issued by the Employer prior to the tender closing date is limited to those permitted in terms of the Conditions of Tender.
2. A Tenderer's covering letter shall not be included in the final contract document. Should any matter in such letter, which constitutes a deviation as aforesaid becomes the subject of agreements reached during the process of Offer and Acceptance; the outcome of such agreement shall be recorded here.
3. Any other matter arising from the process of offer and acceptance either as a confirmation, clarification or change to the tender documents and which it is agreed by the Parties becomes an obligation of the contract, shall also be recorded here.
4. Any change or addition to the tender documents arising from the above agreements and recorded here, shall also be incorporated into the final draft of the Contract.

1 Subject

Details

2 Subject

Details

3 Subject

Details

4 Subject

Details

5 Subject

Details

6 Subject

Details

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2



C1.2 CONTRACT DATA

PART 1: DATA PROVIDED BY THE EMPLOYER

CONDITIONS OF CONTRACT

The Conditions of Contract are the *General Conditions of Contract Third Edition (2015)* published by the South African Institution of Civil Engineering. Copies of these conditions of contract may be obtained from the South African Institute of Civil Engineering.

Each item of data given below is cross-referenced to the clause in the Conditions of Contract to which it mainly applies.

PART 1: Data provided by the Employer

Clause	Data
1.1.1.15	The Name of the Employer is Tswaing Local Municipality The address of the Employer is: P.O. Box 24 Delareyville 2770 Telephone: 053 948 1630 Facsimile: 053 948 1600
1.1.1.16	The name of the Engineer is Korone Engineers The address of the Engineer is: 08 Fick Street Potchefstroom 2531 Telephone : 018 462 0796 Facsimile : 018 294 3634
5.3.1	The following documents shall delivered to the Employer's Agent for approval: Health and Safety Plan, Programme of Works ,Performance Guarantee, Public Liability Insurance, Contractor's Organogram and other relevant documents(e.g Acceptance letter)
5.3.2	Submission of all documents stated in 5.3.1 to be within 14 days
5.8.1	The non-working days are the official builder's holiday plus all statutory public holidays. The Builders Break dates to be published late September by South African Federation of Civil Engineering Contractors SAFCEC.
6.2	The Form of Guarantee is to contain the wording of the proforma document included in the General Conditions of Contract (Pro-forma included in section C1.3 to this document).
6.2	The performance guarantee shall be 10% .

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2



5.3.1	The Contractor shall commence executing the Works within 14 days from the Commencement Date.
8.6	The value of the materials supplied by the Employer to be included in the insurance sum is nil.
8.6	The amount to cover professional fees for repairing damage and loss to be included in the insurance sum is nil.
8.6	The limit of indemnity for liability insurance is R 10 Million
5.6	The Works shall be completed within 5 Months
5.13.1	The penalty for failing to complete the works is R 2 500.00 per day (Calendar day)
6.10.3	The limit of retention money is 10 % of every payment certificate.
5.14.5.2	The Defects Liability Period is 12 months .
5.10	Delays attributed to employer or which may result to standing time claim will be claimed against the rates provided the Contractor on the Dayworks in the pricing data
5.12.2.2	The additional clauses to the General Conditions of Contract are: Extensions of time in respect of clause 5.12 in respect of abnormal rainfall shall be calculated using the following formula for each calendar month or part thereof: $V = (Nw - Nn) + (Rw - Rn)/20$ Where: V = Extension of time in calendar days in respect of the calendar month under consideration. Nw = Actual number of days during the calendar month on which a rainfall of 10 mm or more has been recorded. Nn = Average number of days in the relevant calendar month, as derived from existing rainfall records, on which a rainfall of 20mm or more has been recorded for the calendar month. Rw = Actual average rainfall in mm recorded for the calendar month under consideration. Rn = Average rainfall in mm for the calendar month as derived from existing rainfall records as stated in the Site Information. For purposes of the Contract Nn, Rn, X and Y shall have those values assigned to them in the South African Weather Service's rainfall records of the nearest station to the site. If V is negative and its absolute value exceeds Nn, then V shall be taken as equal to minus Nn. The total extension of time shall be the algebraic sum of all monthly totals for the period under consideration, but if the total is negative the time for completion shall not be reduced due to subnormal rainfall. Extensions of time for part of a month shall be calculated using pro rata values of Nn and Rn. This formula does not take account flood damage which could cause further or concurrent delays and will be treated separately as far as extension of time is concerned.

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2



	The factor (Nw – Nn) shall be considered to represent a fair allowance for variations from the average in the number of days during which rainfall exceeds 10 mm. The factor (Rw-Rn) shall be considered to represent a fair allowance for variations from the average in the number of days during which the rainfall did not exceed 10 mm but wet conditions prevented or disrupted work. For the purpose of applying the formula, accurate rain gauging shall be taken at a suitable point on the Site and the Contractor shall at his own expense, take all necessary precautions to ensure that rain gauges cannot be interfered with by unauthorized persons. A delay caused by inclement weather conditions will be regarded as a delay only if, in the opinion of the Engineer, all progress on an item or items of work on the critical path of the working programme of the contractor has been brought to a halt. Delays on working days only (based on a five-day working week) will be taken into account for the extension of time, but the Contractor shall make provision in his programme of work for an expected delay of "n" working days caused by normal rainy weather, for which he will not receive any extension of time, where "n" equals days. Extension of time during working days will be granted to the degree to which actual delays, as defined above, exceed the number of "n" working days
--	--

PART 1: DATA PROVIDED BY THE CONTRACTOR

The Contractor is advised to read the *General Conditions of Contract Third Edition (2015)*, published by the South African Institution of Civil Engineering, in order to understand the implications of this Data which is required to be completed.

Each item of data given below is cross-referenced to the clause of Conditions of Contract to which it mainly applies.

Clause	Data
1.1.1.9	The Contractor is: Name: The Address of the Contractor is: Address (physical): Address (postal): Telephone: Facsimile: E-mail:
6.5.1.2.3	The percentage allowance to cover overhead charges is 15%

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2



C1.3 FORM OF GUARANTEE

FORM OF GUARANTEE

PROJECT NO: SCM/003/2021/22

PROJECT DESCRIPTION: KOPELA TAXI RANK SHELTER

WHEREAS

at
(Hereinafter referred to as "the Employer")

entered into, on the Day of 2021, at

a Contract with

at
(Hereinafter called "The Contractor")

for the construction of

AND WHEREAS it is provided by such Contract that the Contractor shall provide the Employer with security by way of surety ship for the due and faithful fulfilment of such Contract by the Contractor;

AND WHEREAS
has/have at the request of the Contractor, agreed to give such security;

NOW THEREFORE WE,
do hereby guarantee and bind ourselves jointly and severally as Sureties and Co-principal Debtors to the Employer under renunciation of the benefits of division and excussion for the due and faithful performance by the Contractor of all the terms and conditions of the said Contract, subject to the following conditions.

1. The Employer shall, without reference and/or notice to us, have complete liberty of action to act in any manner authorised and/or contemplated by the terms of the said contract, and/or to agree to any modifications, variations, alterations, directions or extensions of the Due Completion Date of the Works under the said Contract, and that its rights under this guarantee shall in no way be prejudiced nor our liability hereunder be affected by reason of any steps which the Employer may take under such Contract, or of any modification, variation,

.....
Contractor

.....
Witness 1

.....
Witness 2

.....
Employer

.....
Witness 1

.....
Witness 2



- alterations of the Due Completion Date which the Employer may make, give, concede or agree to under the said Contract.
2. The Employer shall be entitled, without reference to us, to release any securities held by it, and to give time to or compound or make any other arrangement with the Contractor.
 3. This guarantee shall remain in full force and effect until the issue of the Certificate of Completion in terms of the Contract, unless we are advised in writing by the Employer before the issue of the said Certificate of his intention to institute claims, and the particulars thereof, in which event this guarantee shall remain in full force and effect until all such claims have been paid or liquidated.
 4. Our total liability hereunder shall not exceed the sum of (R.....).
 5. We hereby choose domicilium citandi et executandi for all purposes arising hereof at

IN WITNESS WHEREOF this guarantee has been executed by us at on
this..... day of 20

As witnesses:

1. Signature
2. Duly authorised to
sign on behalf of
Address
.....
.....

Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2

TSWAING LOCAL MUNICIPALITY



PROJECT NO: SCM/003/2021/22

PROJECT DESCRIPTION: KOPELA TAXI RANK SHELTER

C2 PRICING DATA

C2.1 Pricing Instructions

C2.2 Bill of Quantities

--	--	--	--	--	--

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

TSWAING LOCAL MUNICIPALITY



PROJECT NO: SCM/003/2021/22
PROJECT DESCRIPTION: KOPELA TAXI RANK SHELTER

C2.1 PRICING INSTRUCTIONS

1. The Tender Data the Scope of Work and the Drawings are to be read in conjunction with the Schedule of Quantities.
2.
 - a. The Schedule comprises items covering the Contractor's profit and costs of general liabilities and of the construction of temporary and permanent Works.
 - b. Although the Tenderer is at liberty to insert a rate of his own choosing for each item in the Schedule, his attention is drawn to the fact that the Contractor has the right, under various circumstances, to payment for additional works carried out and that the Engineer is obliged to base his assessment of the payment to be paid for such additional work on the rates inserted in the Schedule by the Contractor.
 - c. Clause 8 of each Standardized Specification and the measurement and payment clause of each Particular Specification, read together with the relevant clause of the Project Specification, set out what ancillary or associated activities are included in the rate for the operations specified.
3. Descriptions in the Schedule of Quantities are abbreviated. The schedule has been drawn up generally in accordance with the latest issue of "Civil Engineering Quantities". Should any requirement of the measurement and payment clause of the applicable Standardized Specification, or the Project Specification, or the Particular Specification(s) conflict with the terms of the Schedule or, when relevant "Civil Engineering Quantities", the requirement of the Standardized, Project or Particular Specification, as applicable, shall prevail.
4. Unless otherwise stated, items are measured net in accordance with the Drawings, and no allowance has been made for waste.
5. The prices and rates to be inserted in the Schedule of Quantities are to be the full inclusive prices to the Employer for the work described under the several items. The prices and rates shall be exclusive of Value Added Tax. Such prices shall cover all costs and expenses that may be required in and for the

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

- construction of the work described, and shall cover the cost of all general risks, liabilities, and obligations set forth or implied in the documents on which the tender is based.
6. A price or rate is to be entered, in **BLACK INK**, against each item in the Schedule of Quantities.
7. In the event of the Tenderer failing to price any item it will be held that the Tenderer has made adequate allowance under other items for all labour, material and costs required for the execution, not only of the quantum of work covered by the unpriced item but also for any increase in the said quantum which may have to be undertaken during the course of the Contract.

Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2

TSWAING LOCAL MUNICIPALITY



PROJECT NO: SCM/003/2021/22
PROJECT DESCRIPTION: KOPELA TAXI RANK SHELTER

C2.2 BILL OF QUANTITIES

--

Contractor

--

Witness 1

--

Witness 2

--

Employer

--

Witness 1

--

Witness 2

Kopela Taxi Rank Shelter

Bill of Quantities

ITEM	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
	SECTION 1				
	PRELIMINARIES				
1	Site Establishment	Prov.	1	R	R
2	Contractual Legal Obligations	Mnth	3	R	R
3	Time Related Obligations	Mnth	3	R	R
4	Administration Cost	Mnth	3	R	R
5	Liability Insurance	Mnth	3	R	R
6	Security and access control	Mnth	3	R	R
7	Contract management	Mnth	3	R	R
8	Labour and Plant management	Mnth	3	R	R
9	Occupational Health and Safety	Mnth	3	R	R
10	Construction Tools	Mnth	3	R	R
11	Construction Equipment	Mnth	3	R	R
12	Construction Plant	Mnth	3	R	R
13	Landfill Cost	Mnth	3	R	R
14	First Aid Room	Mnth	3	R	R
15	Access Dust Control and House Keeping	Mnth	3	R	R
16	Setting Out	Prov.	1	R	R
17	Technical Meetings attendance & Refreshments	Mnth	3	R	R
18	Drawings copies	Prov.	1	R	R
19	Sampling and Testing	Prov.	1	R	R
20	Advertising Boards, Notice boards and signage	Prov.	1	R	R
21	Site Office	Mnth	3	R	R
22	Storage	Mnth	3	R	R
23	Water Provision	Mnth	3	R	R
24	Electrical Provision	Mnth	3	R	R
25	Ablution facilities	Mnth	3	R	R
26	Telecommunication provision	Mnth	3	R	R
27	Fuel provision	Mnth	3	R	R

28	Pest control	Prov.	1	R	R
29	As built information	Prov.	1	R	R
30	Accommodation	Mnth	3	R	R
31	Site Enclosure (Temporary) (20mx20m)	m	80	R	R
32	Sub contractor management	Mnth	3	R	R
33	Importing of Material ,Equipment, Plant etc..	Mnth	3	R	R
34	Site Establishment Removal	Prov.	1	R	R
35	HIV/AIDS And Covid 19 Awareness and	Mnth	3	R	R
36	Hard and Soft rock excavation	Prov.	1	R	R
37	Site Clearance	Prov.	1	R	R
38	Community Liaison Officer	Mnth	3	R	R
39	Formwork	Prov.	1	R	R
Total-Section 1 Carried to Summary				R	

Kopela Taxi Rank Shelter

Bill of Quantities

ITEM	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
	Section 2				
	Civil Works				
	Earth works				
1	Excavation in earth 300mm deep and cart away	m ³	373	R	R
2	150mm Fill layer of SELECTED G6 95% MOD AASHTO compacted at 150mm layers	m ³	187	R	R
3	150mm Fill layer of SUBBASE - C4 97% MOD AASHTO 75% MOD AASHTO compacted at 150mm layers	m ³	187	R	R
4	20mm RIVERSAND BEDDING	m ³	18	R	R
	Paving				
5	Under paving membrane	m ²	1961	R	R
6	80mm SABS GREY INTERLOCKING PAVERS	m ²	1961	R	R
	Asphalt				
7	600mmx50mmx8m Asphalt (Road repair)	m ³	0,024	R	R
	Kerbing				
8	250mm (w) Excavation for Kerb foundation 250 mm deep	m ³	11,3125	R	R
9	RIVERSAND & CEMENT MIX BEDDING	m ³	11,3125	R	R
10	KERB ACCORDING TO SABS 927-1969: Fig7	m	181	R	R
11	CONTINUOUS HAUNCHING CLASS 20/19 CONCRETE BEHIND KERB	m ³	3	R	R
	Storm water				
12	Surface slope Storm water disposal @ 1% to street road	Prov.	1	R	R

	Sewer Drainage (Septic Tank)				
13	600mm Excavation not more that 1.5m Deep	m ³	108	R	R
14	110mm uPVC pipe @ 1:60 Slope	m	120	R	R
15	300mm backfill layer of River sand @ 150mm layer compaction	m ³	21,6	R	R
16	1m backfill layer of selected sand @ 150mm layer compaction	m ³	72	R	R
17	1m Diameter Brick walled Manhole	m ²	36	R	R
18	Concrete manhole cover	no.	6	R	R
19	6000ltr Septic tank	no.	1	R	R
	Water supply				
19	450mm Excavation not exceeding 600mm deep.	m ³	10,26	R	R
20	25mm Poly Pipe LDPE Class 16 - Black	m	38	R	R
21	600m backfill layer of selected sand @ 150mm layer compaction	m ³	13,68	R	R
	Borehole				
22	Water survey and report	Prov.			
23	Establishing requirements	Prov.			
24	Drilling (Max Estimate Water depth)	Prov.			
25	Steel casing	Prov.			
26	Borehole Pipe-Cri Pipe Pvc 3M Std 100Mm 15B	Prov.			
27	Electrical Pump-EBARA CMA 150 T Cast Iron Centrifugal Pump (3-Phase, 1.1kW, 1.5hp, 380V)	Prov.			
28	Pipe and accessories Marley HDPE Pipe (50mm)	Prov.			
29	Electricity installation and COC	Prov.			
30	Laboratory tests	Prov.			

	Electrical Supply				
31	450mm Excavation not exceeding 600mm deep.	m ³	12,15	R	R
32	Electrical cable	m	45	R	R
33	600m backfill layer of selected sand @ 150mm layer compaction	m ³	162	R	R
	Landscape				
	Grass				
34	Excavation not exceeding 100mm deep.	m ³	19,6	R	R
35	100m backfill layer of selected plant soil	m ³	19,6	R	R
36	Ever green grass	m ²	196	R	R
	Litter Bin (See plan)				
37	1x1x1mx110mm RC concrete litter bin	no.	4	R	R
38	Internal steel Grade with 2 x Handle	no.	4	R	R
	Fire Protection				
39	Fire Extiguisher 4,5kg DCP	no.	1	R	R
	Road marking				
40	Road marking -100mm White Painted Lines	m	42	R	R
	Signage				
41	Mini Bus Taxis Stop Sign	no	1	R	R
42	Bus Stop Sign	no	1	R	R
43	Stop Sign	no	1	R	R
44	Do Not Litter sign	no	1	R	R
45	Ladies toilet Sign	no	1	R	R
46	Man Toilet Sign	no	1	R	R
47	Paraplegic Toilet Sign	no	1	R	R
48	Fire Extiguisher Sign	no	1	R	R
49	Office Sign	no	1	R	R
	Total-Section 2 Carried to Summary			R	

Kopela Taxi Rank Shelter

Bill of Quantities

ITEM	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
	Section 3				
	Ablution Block				
	Foundation				
1	600x600mm Excavation not exceeding 600mm deep.	m ³	26	R	R
2	12mm Steel Reinforcement bars (550mmx250mm form)	m	41	R	R
3	20mpa Concrete Foundation on DPC	m ³	8	R	R
	Brickwork :Foundation Box.				
4	220mm wall: Clay burned Brick (110x85x220mm):Mortar, collar bond,10mm Joint	m ²	13	R	R
5	110mm Wall: Clay burned Brick (110x85x220mm),Mortar, collar bond,10mm Joint	m ²	12	R	R
	Filling				
6	350mm backfill layer of selected sand @ 150mm layer compaction	m ³	10	R	R
	Floor				
7	DPC	m ²	32	R	R
8	Ref 193 Steel Mesh	m ²	32	R	R
9	20mpa Concrete	m ³	3,2	R	R
10	Dpc on FFL	m	41	R	R
	Brickwork: Superstructure				
11	220mm wall: Clay burned Face Brick (110x85x220mm):Mortar, collar bond,10mm Joint	m ²	65	R	R
12	110mm Wall: Clay burned Brick (110x85x220mm),Mortar, collar bond,10mm Joint	m ²	58	R	R
	Brick force				
13	220mm Brick force	m	237	R	R
14	110mm Brick force	m	212	R	R

	Door frame				
15	NE1: Steel Door frame 813mmx2032mmx115.	no	7	R	R
	Window Frame				
16	Steel Window Frame :533x654mm	no	7	R	R
	Roof				
17	Roof strap	m	32	R	R
18	Light Steel Trusses	no	17	R	R
19	Purling	m	87	R	R
20	0,5mm IBR Sheet	m ²	32	R	R
21	Ridge Sheet	m	16	R	R
22	Roof Joinery	Prov.	1	R	R
23	Fascia Board	m	24	R	R
24	Gutter	m	24	R	R
25	Down Pipe	no.	4	R	R
	Ceiling				
26	Rhino Ceiling Board and Joinery	m ²	32	R	R
27	Cornice and Joinery	m	60	R	R
	Plaster				
28	15mm Cement Plaster: Internal	m ²	179	R	R
	Sanitary Fixture				
28	Ceramic WC	no	4	R	R
30	Ceramic WC (Disabled)	no	1	R	R
31	Ceramic Basin	no	4	R	R
32	Ceramic Basin (Disabled)	no	1	R	R
33	Ceramic Urinal	no	2	R	R
	Painting				
	Wall Paint				
34	2x 1st Coat PVA Paint (from 2.1m Height)	m ²	42	R	R
35	2x 2ndCoat Gloss Enamel Paint (from 2.1m Height)	m ²	42	R	R
	Ceiling Paint				
36	2x Coat Gloss Enamel Paint	m ²	32	R	R

	Windows Frame Paint				
37	2x Coat Gloss Enamel Paint	m ²	2	R	R
	Doors Paint				
38	2x Coat Gloss Enamel Paint	m ²	27	R	R
	Roof Paint				
39	2x Coat Roof Paint	m ²	32	R	R
	Burglar-proofing Paint NB: For Doors and Windows				
40	2x Coat Gloss Enamel Paint	m ²	6	R	R
	Tiling				
	Floor Tile				
41	500x500 Floor tile ,Adhesive, Grouting, Skirting accessories.	m ²	32	R	R
	Wall Tile				
42	500x500 Wall tile ,Adhesive, Grouting, accessories. (Up to 2.1m Height)	m ²	125	R	R
	Doors				
	External Door				
43	6 Panel Solid Door – Meranti – 813x2032	no.	3	R	R
	Internal Door				
44	813mm x 2032mm, 2 Panels Classique	no.	4	R	R
	Ironmongery				
	Door Lock				
45	2 Lever Lock Set and Handle	no.	2	R	R
46	Toilet Door Lock Set with handle and indicator	no.	5	R	R
	Windows Lock				
47	Steel window lock set	no	7	R	R
	Glazing				
48	4mm Obscured Glass with putty fitting	m ²	3	R	R
	Plumbing				
49	Plumbing	Prov.	1	R	R
	Electrical Installation				
50	Ceiling Light	no	7	R	R

21	Wall light	no	2	R	R
52	Light Switch	no	3	R	R
53	Wiring	Prov.	1	R	R
	Toilet paper holder				
54	Wall mounted Toilet paper holder	no	5	R	R
	Burglar-proofing				
55	Window burglar-proofing (External)	no.	7	R	R
56	Door burglar-proofing (External) with locks.	no.	3	R	R
Total-Section 3 Carried to Summary				R	

KopelaTaxi Rank Shelter

Bill of Quantities

ITEM	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
	Section 4				
	Admin Office				
	Foundation				
1	600x600mm Excavation not exceeding 600mm deep.	m ³	14	R	R
2	12mm Steel Reinforcement bars (550mmx250mm form)	m	38	R	R
3	20mpa Concrete Foundation on DPC	m ³	7	R	R
	Brickwork :Foundation Box.				
4	220mm wall: Clay burned Brick (110x85x220mm):Mortar, collar bond,10mm Joint	m ²	18	R	R
5	110mm Wall: Clay burned Brick (110x85x220mm),Mortar, collar bond,10mm Joint	m ²	9	R	R
	Filling				
6	layer compaction	m ³	9,25	R	R
	Floor				
7	DPC	m ²	37	R	R
8	Ref 193 Steel Mesh	m ²	37	R	R
9	20mpa Concrete	m ³	3,7	R	R
10	Dpc on FFL	m	37	R	R
	Brickwork: Superstructure				
11	220mm wall: Clay burned Face Brick (110x85x220mm):Mortar, collar bond,10mm Joint	m ²	70	R	R
12	110mm Wall: Clay burned Brick (110x85x220mm),Mortar, collar bond,10mm Joint	m ²	43	R	R
	Brick force				
13	220mm Brick force	m	254	R	R
14	110mm Brick force	m	161	R	R
	Door frame				
15	Steel Door frame 813mmx2032mmx115.	no.	4	R	R
	Window Frame				

17	Steel Window Frame :533x949mm NCT1S	no.	5	R	R
	Roof				
18	Roof strap	m	28	R	R
19	Light Steel Trusses	no.	10	R	R
20	Purling	m	62	R	R
21	0,5mm IBR Sheet	m ²	37	R	R
22	Ridge Sheet	m	20	R	R
23	Roof Joinery	Prov.	1	R	R
24	Fascia Board	m	26	R	R
25	Gutter	m	26	R	R
26	Down Pipe	no.	4	R	R
	Ceiling				
27	Rhino Ceiling Board and Joinery	m ²	37	R	R
28	Cornice and Joinery	m	50	R	R
	Plaster				
29	15mm Cement Plaster: Internal	m ²	150	R	R
	Sanitary Fixture				
30	Ceramic WC	no.	1	R	R
32	Ceramic Basin	no.	1	R	R
	Kitchen Fixtures				
35	Single Sink with Cabinet	no.	1	R	R
	Painting				
	Wall Paint				
	Reception, Boardroom				
36	2x 1st Coat PVA Paint	m ²	84	R	R
36	2x 2ndCoat Gloss Enamel Paint	m ²	84	R	R
	Wall Paint (Kitchen, Toilets)				
38	2x 1st Coat PVA Paint (from 2.1m Height)	m ²	71	R	R
39	2x 2ndCoat Gloss Enamel Paint (from 2.1m Height)	m ²	71	R	R

	Ceiling Paint				
40	2x Coat Gloss Enamel Paint	m ²	37	R	R
	Windows Frame Paint				
41	2x Coat Gloss Enamel Paint	m ²	2	R	R
	Door and Frame Paint				
42	2x Coat Gloss Enamel Paint	m ²	15	R	R
	Roof Paint				
43	2x Coat Roof Paint	m ²	37	R	R
	Burglar-proofing Paint				
44	2x Coat Gloss Enamel Paint	m ²	3	R	R
	Tiling				
	Floor Tile				
45	500x500 Floor tile ,Adhesive, Grouting, Skirting accessories.	m ²	37	R	R
	Wall Tile				
46	500x500 Wall tile ,Adhesive, Grouting, accessories. (Up to 2.1m Height)	m ²	25	R	R
	Doors				
	External Door				
47	6 Panel Solid Door – Meranti – 813x2032	no.	1	R	R
	Internal Door				
48	813mm x 2032mm, 2 Panels Classique	no.	3	R	R
	Ironmongery				
49	2 Lever Lock Set and Handle	no.	3	R	R
50	Toilet Door Lock Set with handle and indicator	no.	1		
	Windows Lock				
51	Steel window lock set	no.	5	R	R
	Glazing				
52	4mm Obscured Glass with putty fitting	m ²	3,5	R	R
	Plumbing				
53	Plumbing	Prov.	1	R	R

	Electrical Installation				
54	Ceiling Light	no.	6	R	R
55	Wall light	no.	1	R	R
56	Light Switch	no.	3	R	R
57	Distribution board	no.	1	R	R
58	Wiring	Prov.	1	R	R
	Toilet paper holder				
59	Wall mounted Toilet paper holder	No.	1	R	R
	Burglar-proofing				
60	Window burglar-proofing (Internal)	No.	5	R	R
61	Door burglar-proofing (External)	No.	1	R	R
	Office furniture				
52	Chair ,Stackable, Heavy duty	no.	20	R	R
63	Steel Folding Table - 189 x 76 x 76 cm - FT001-grey	no.	3	R	R
	Fire Protection				
64	4.5kg DCP Fire Extighisher	no	1	R	R
	Total-Section 4 Carried to Summary			R	

Kopela Taxi Rank Shelter

Bill of Materials

ITEM	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
	Section 5				
	Taxi Shelter				
	Foundation				
1	600x600mm Excavation not exceeding 600mm deep.	m ³	1,3	R	R
2	20mpa Concrete Foundation	m ³	1,3	R	R
	Steel Column				
3	Steel Universal Column	m	27,6	R	R
	Steel beam				
4	Steel Universal Column	m	50	R	R
	Roof				
5	Steel Trusses	no.	19	R	R
6	Purling	m	260	R	R
7	0,5mm IBR Sheet	m ²	115	R	R
8	Ridge Sheet	m	33	R	R
9	Roof Joinery	Prov.	1	R	R
10	Steel Fascia	m	53	R	R
11	Gutter	m	53	R	R
12	Down Pipe	no.	6	R	R
	Signage				
13	500mmx0,3mm Height Steel Fascia on 75mmx75mm framework around Shelter on columns	m ²	26,5	R	R
	Electrical Installation				
	NB: Located at Admin office				
14	Ceiling Light	no.	3	R	R
15	Light Switch	no.	1	R	R
16	Wiring	Prov.	1	R	R

[illegible]

Kopela Taxi Rank Shelter**Bill of Quantities**

ITEM	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
	Section 6				
	Bus Shelter				
	Foundation				
1	300x300mm Excavation not exceeding 300mm deep.	m ³	0,2	R	R
	Bus Shelter construction				
2	Construct steel structured Bust shelter with steel plated roof and mesh sides. 1,35(w) x 2.4m (H) x 3,8m (L) , 75x75mm Square cube framework, with built-in steel bench, Painted with 2 coats Gloss enamel paint.	m ²	5,3	R	R
	Total-Section 6 Carried to Summary			R	

Kopela Taxi Rank Shelter

Bill of Quantities

[illegible]

Kopela Taxi Rank Shelter

Bill of Quantities

ITEM	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
	Section 7 B				
	Hawker Stall no.1				
	Foundation				
1	300x300mm Excavation not exceeding 300mm deep.	m ³	0,2	R	R
2	20mpa Concrete Foundation on DPC	m ³	0,2	R	R
	Hawker Stall Structure				
3	Construct steel structured Bust shelter with steel plated roof and mesh sides. 1,35(w) x 2.4m (H) x 2,8m (L) , 75x75mm Square cube framework, with built-in steel bench and table, Painted with 2 coats Gloss enamel paint.	m ²	4	R	R
	Total-Section 7 Carried to Summary			R	

Bill of Quantities

ITEM	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
	Section 8 Water Tank And Stand Foundation				
1	600x600mm Excavation not exceeding 600mm deep.	m ³	0,9	R	R
2	20mpa Concrete Foundation	m ²	0,9	R	R
	Stand for water tank				
3	Construct Steel structure stand for water tank with steel platform , elevated 2.6m high. Painted with 2 coats of gloss enamel paint				
	Water Tank				
4	2500L JOJO water Tank	no	1	R	R
	Plumbing				
5	Plumbing	Prov.	1		
	Total-Section 8 Carried to Summary			R	

Kopela Taxi Rank Shelter

Bill of Quantities

ITEM	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
	Section 9				
	Fencing				
	Foundation				
1	300x300mm Excavation not exceeding 300mm deep. NB:Fence post in 300x300x300 Concrete foundation	m ³	10,8	R	R
2	20mpa Concrete Foundation on DPC	m ³	10,8	R	R
	Steel Palisade Fence				
3	Fence: 1,8m Steel Palisade – Devil fork top.- 75mm Post,Fittings,Painted with 2 coats enamel paint.	m	109	R	R
4	6m Gate: 1,8m Steel Palisade – Devil fork top. - 75x75mm Framework. Painted with 2 coats enamel paint. Track and wheels,Fittings,Lockable.	no.	2	R	R
	Total-Section 9 Carried to Summary			R	

KOPELA TAXI RANK SHELTER

BILL OF QUANTITIES: SUMMARY

Schedule No.	Description	Amount (R)
1	Preliminaries	
2	Civil Works	
3	Ablution	
4	Admin Office	
5	Taxi Shelter	
6	Bus Shelter	
7A	Hawker Stall no 1	
7B	Hawker Stall no.2	
8	Water Tank And Stand	
9	Fencing	
SUB-TOTAL A		
10% CONTINGENCIES (ON SUB-TOTAL A)		
SUB-TOTAL B (SUB-TOTAL A + 10% CONTINGENCIES)		
15% VAT (ON SUB-TOTAL B)		
SUB-TOTAL C (SUB-TOTAL B + 15% VAT)		
TOTAL		

TSWAING LOCAL MUNICIPALITY



PROJECT NO: SCM/003/2021/22

PROJECT DESCRIPTION: KOPELA TAXI RANK SHELTER

C3 SCOPE OF WORK

All definitions, interpretations and general provisions for the General Conditions of Contract for Construction Work 3rd Edition (2015) are applicable.

C 3.1 DESCRIPTIONS OF WORKS

C3.1.1 Client's Objective

The project objectives is to provide a taxi rank to community of Kopela Township thus improving their quality of life.

C3.1.2 Overview of the Works

Below is the Scope of Works:

1. Central Taxi and Bus Route location:

The location of New Kopela Taxi Rank Shelter is located on a central point to connect all taxis and bus commuters of Kopela.

2. Bus Shelter:

It a steel structure to protect passangers awaiting bus next to a bus stop.

3. 5 x Taxi Shelter:

It a steel structure with IBR sheet covered Roof to protect Taxis and passengers.

4. Paved and Kerbed Driveway:

Surface will be Paved with heavy duty interlocking pavers on improved bulk earth works.

5. Fencing:

Steel Palisade 1.8 high fence will cover the site with lockable 2x Sliding gates access

6. Admin Office:

A facebrick building structure plasterd and painted internaly with a tiled floor and Toilets for males and females' staff, Boadroom for capacity of 30 people. 1 personnel Reception area. IBR Pitched roof.

7. Ablution Block:

A facebrick building structure plasterd and painted internaly with a tiled floor and walls and Toilets for males, females and Paraplegics for public.

8. Lighting:

Site lighting will be on external walls of Ablution, Office, and Taxis Shelter. Buildings will be fitted with lights internally and externally.

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

9. Concrete litter Bins:

Concrete Litter Bins with grate inside for ease of disposal will be located within reach on site.

10. Water Tank and stand:

Back up water tank with a stand to be installed.

11. Hawker Stalls:

Steel structure stall for 2 hawkers to be provided.

12. Water Reticulation:

Tswaing LM to provide water connection point.

13. Septic Tank:

6000 ltr Septic to be installed.

14. Electrical Reticulation:

Electrical connection will depend on the location of site to connection point.

C3.1.3 Extend of the Works

1.	1x Bus Shelter	46m ²
2.	Bus Parking bay	105m ²
3.	5 x Taxi Shelter	95m ²
4.	Taxi Parking bays	10
5.	Paved area	889m ²
6.	Kerbed area	181m
7.	Fencing	121m
8.	Admin Office	37m ²
9.	Ablution Block	32m ²
10.	Lighting	4
11.	Concrete litter Bins	4
12.	Water Tank and stand	1
13.	Hawker Stalls	2
14.	Borehole	55m
15.	Septic Tank	120m
16.	Electrical Reticulation	30m

C3.1.3 Location of the Works

The Global Positioning System (GPS) Coordinates are:

GPS Coordinates	
S (Latitude)	-26.425262
E (Longitude)	25.523750

C3.1.4 Construction program

It is specifically brought to the notice of the Contractor that time is critical on this project, and the construction period will be a major factor in the award of the tender.

Tenderers shall submit with their tender their **Preliminary programme of the Works** under this contract to suit their proposed method of executing the Works. The programme shall be



Contractor



Witness 1



Witness 2



Employer



Witness 1



Witness 2

sufficiently detailed to differentiate between the various activities so that the contract may be properly evaluated.

C3.1.5 Change in works

The Engineer may, from time to time by order in writing without in any way vitiating the Contract or giving to the Contractor any claim for additional payment, require the Contractor to proceed with the execution of the works in such order as in his opinion may be necessary, and may alter the order of or suspend any part of the Works at such time and times as he may deem desirable and the Contractor shall not, after receiving such written order, proceed with work ordered to be suspended until he shall receive a written order to do so from the Engineer. Where the work must of necessity be carried out in conjunction with work of other Contractors, or with that of the Employer, it shall be co-ordinated and arranged in such a manner as to interfere as little as possible with the progress of such other work so as to offer every reasonable facility to other Contractors or to employees of the Employer.

C3.2 ENGINEERING

C3.2.1 Design services and activity matrix

Description	Responsibility
Design of Works	Engineer
Concept, feasibility and overall process	Client
Basic Engineering and detail layouts to tender stage	Engineer
Final Design of Works	Engineer0
Final Design to approved for construction stage	Client
Preparation of tender documentation & adverts	Engineer
Appointment of soil test / topographical surveyors	Client
Appointment of sub-contractors	Contractor
Supervision	Engineer
Preparation of as-built drawings	Contractor / Engineer
Completion certificate	Engineer / Client / Contractor

C3.2.2 Drawings

The Engineer will provide the Contractor with one full set of drawings, which will be used exclusively for the recording of as built information by the Contractor.

Only dimensions, positions, levels, co-ordinates etc. that change from the original values, will be required to be entered on these drawings. These drawings, fully marked up, will be handed to the Engineer at the issue of the Certificate of completion, which will not be issued until the as-built information has been received.

The applicable drawings are attached at the end of this section (C3 – Scope of Work).

Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2

C3.3 PROCUREMENT

The Tenderers notice is drawn to the fact that the awarding of this tender will be in terms of the Supply Chain Management Policy of the Tswaing Local Municipality and The conditions of tender are the Standard Conditions of Tender as contained in Annex F of the CIDB Standard for Uniformity in Construction Procurement (May 2010) (Available on www.cidb.co.za).

C3.4 SUB-CONTRACTING

No work may be sub-contracted to another party unless approval is given by the Engineer in writing. The Contractor is to submit to the Engineer in writing a request for appointment of a particular sub-contractor. Accompanying this request is to be the full detail of the sub-contractor, including:

- Previous experience
- Work which will be sub-contracted to him/her
- Approximate value of the work to be sub-contracted

Before the Engineer in terms of Clause 38 hereof issues any certificate that includes any payment in respect of work done or goods supplied by any sub-contractor appointed in accordance with the provisions of Clause 4.4 of the General Conditions of Contract Second Edition (2010), he shall be entitled to call upon the Contractor to furnish reasonable proof that all payments (less retention moneys) included in previous certificates in respect of the work or goods of such sub-contractors have been made or discharged by the Contractor, in default of which, unless the Contractor:

- ✓ Informs the Engineer in writing that he has reasonable cause for withholding or refusing such payment; and
- ✓ Submits to the Engineer reasonable proof that he has so informed such sub-contractor in writing.

C3.5 CONSTRUCTION

C3.5.1 Work Specifications

Building Condition:

The building will be constructed in consideration of The National Building Regulation (NBR) Standards and practices including municipal bylaws. All relevant professionals will be appointed as per relevant requirements of SANS regulations.

SANS 10400 consists of the following parts, under the general title
The application of the National Building Regulations:

Part A: General principles and requirements.
Part B: Structural design.
Part C: Dimensions.
Part D: Public safety.
Part F: Site operations.
Part G: Excavations.
Part H: Foundations.
Part J: Floors.
Part K: Walls.


Contractor


Witness 1


Witness 2


Employer


Witness 1


Witness 2

Part L: Roofs.
Part M: Stairways.
Part N: Glazing.
Part O: Lighting and ventilation.
Part P: Drainage.
Part Q: Non-water-borne means of sanitary disposal.
Part R: Stormwater disposal.
Part S: Facilities for persons with disabilities.
Part T: Fire protection.
Part V: Space heating.
Part W: Fire installation.

C3.5.2 Plant and materials

All materials shall comply with the requirements of the South African Bureau of Standards, and shall bear the official standardization mark. Where SANS standard does not exist for a certain material, or a material does not bear the official standardization mark, the Engineers approval of such material must be gained before use thereof.

C3.5.3 Construction Equipment

All equipment on site shall be in a good working order, and is to be in such a condition that it can achieve production rates which are typical of the industry standards.

Should any equipment, in the opinion of the Engineer, be substandard or breaks down frequently to such an extent that it affects the progress on the project, the Engineer may instruct the Contractor to replace such equipment.

C 3.5.4 Existing Services

The Contractor shall so carry out all his operations as not to encroach on, or interfere with, trespass on, or damage adjoining lands, building properties, roads, structures, places and things in the vicinity of the Works, and he shall free and relieve the Employer of any liability that may be incurred in consequence of his failure to do so.

The services existing on the site will be either shown on the drawings or pointed out on site by the Engineer and / or the Municipality. No excavation work will commence unless a representative of the Municipality and/or the Engineer have been requested to point out existing services in the area under construction. Written confirmation of services that have been pointed out by the Municipality is to be obtained by the Contractor.

All existing services on the site may not be shown on the drawings or be visible on the site. The Engineer may order excavation by hand in order to search for and expose services. An item has been included in the Schedule of Quantities to cover the cost of such work if so ordered by the Engineer. Where a service is damaged because of the Contractors negligence he shall be liable for the cost involved in the repair of the services and any other consequent cost that may arise due to the interruption of the damaged services.

No excavation is to take place until a representative from the Municipality has been contacted and he has pointed out the existing services to the Contractor and confirmed it in writing. The same shall apply to all Telkom services in the area.

C3.5.5 Site Establishment



Contractor



Witness 1



Witness 2



Employer



Witness 1



Witness 2

- Source of Water Supply
The successful contractor will have to arrange for access to water points with Tswaing LM
- Sources of power supply
There is electricity available on the site.
- Location of camp and depot
Location of camp and depot offices shall be identified once the contractor is on site.
- Temporary offices
Location of the temporary offices shall be identified once the contractor is on site.
- Sanitary facilities
The Contractor must provide sanitation facilities on site for the workers to the satisfaction of the engineer.
- Name Boards

Two name boards shall be provided in positions as ordered by the Engineer. The Engineer will provide the lettering required once the tender is awarded.

C3.5.6 Site Usage

- Ground and access to the works

The Contractor shall where necessary on or adjacent to roads which carry traffic, provide all the necessary barricades and signs in accordance with the stipulations of the South African Road Traffic Signs Manual.

The Contractor shall further ensure that all public roads that are used for access to the site are kept free of debris at all times. The Contractor shall also take adequate measures to ensure that dust is kept to an acceptable level. The term acceptable is to be deemed as acceptable to the Engineer.

- Care, damage and protection

The Contractor shall at his own cost make full provision for all watching and lighting necessary for the protection of all persons, animals, vehicles, etc., from injury by reason of the Works. He shall provide ample warning signs, guard rails, etc., around open excavations, stacks of materials, excavated material, debris or the like, and he shall be held liable for all claims made upon himself or upon the Employer by reason of his neglect of all such precautions and provisions.

During the periods of construction of the Works and the repair of defects, the Contractor shall, at his own cost, to the satisfaction of the Engineer and the relevant Authority, take sufficient and adequate measures to avoid interrupting the use of all roads, footpaths, water courses, drains, pipes, telephones, electric wires and cables, premises, places and works, public or private, which may in any way be interfered with by the operations; and shall also


Contractor


Witness 1


Witness 2


Employer


Witness 1


Witness 2

afterwards permanently restore all structures and everything which may have been temporarily displaced or otherwise interfered with, all to the satisfaction of the Engineer and the relevant Authority, without extra charge beyond the Contract price.

▪ Survey beacons

The Contractor shall take care to safeguard any permanent survey beacons such as erf boundary pegs and reference beacons. Should the Contractor disturb any such pegs and beacons, he shall have them replaced at his own cost by a registered Land Surveyor. The Contractor is to provide the Engineer with written confirmation from the Land Surveyor that he has replaced the relevant beacons.

The Contractor's attention is drawn to article 35(i) of the Land Surveying Act No. 9 of 1927 (as amended) in this regard.

▪ Blasting

As the construction takes place within a built up area, extreme care is to be taken during any blasting operations. No blasting shall be permitted without prior written consent from the Engineer. Written as well as verbal notice will be given to all house owners in the affected area 24 hours prior to the blast being set off, and the contractor is to do a survey of all the houses (internal and external) in the area prior to blasting.

A full daily report of all blasting operations (in duplicate) is to be completed by the Contractor.

This report shall inter alia contain the following information:

- Date and time of each blast
- Number of holes
- Charge per hole
- Use of relays, etc.

This report is to be submitted to the Engineer on a weekly basis, and is to be countersigned by the Engineer.

The contractor is to be noted that he is not to use or permit any person to use an explosive powered tool, unless—

- (a) it is provided with a protective guard around the muzzle end, which effectively confines any flying fragments or particles; and
- (b) the firing mechanism is so designed that the explosive powered tool will not function unless—
 - (i) it is held against the surface with a force of at least twice its weight; and
 - (ii) the angle of inclination of the barrel to the work surface is not more than 15 degrees from a right angle:


Contractor


Witness 1


Witness 2


Employer


Witness 1


Witness 2

▪ Protection of existing vegetation

Before any tree is cut down and removed from the site, the Contractor shall confirm the necessity of such action with the Engineer or his Representative.

▪ Access to individual erven

Access to all public and private property must be maintained at all times. Where trenches cross the access point to any property, the Contractor is to arrange for adequate and safe vehicular and pedestrian crossings over the trenches.

The Engineer must approve the method of providing access before any excavation commences.

▪ Use of construction vehicles and equipment

The contractor shall ensure that all construction vehicles and mobile plants—

- (a) are of an acceptable design and construction;
- (b) are maintained in a good working order;
- (c) are used in accordance with their design and the intention for which they were designed, having due regard to safety and health;
- (d) are operated by workers who-
 - (i) have received appropriate training and been certified competent and been authorised to operate such machinery; and
 - (ii) are physically and psychologically fit to operate such construction vehicles and mobile plant by being in possession of a medical certificate of fitness;
- (e) arrangements to guard against the dangers relating to the movement of vehicles and plant, in order to ensure their continued safe operation;
- (f) are prevented from falling into excavations, water or any other area lower than the working surface by installing adequate edge protection, which may include guardrails and crash barriers;
- (g) where appropriate, are fitted with structures designed to protect the operator from falling material or from being crushed should the vehicle or mobile plant overturn;
- (h) are equipped with an electrically operated acoustic signalling device and a reversing alarm; and
- (i) are on a daily basis inspected prior to use, by a competent person who has been appointed in writing and the findings of such inspection is recorded in a register.
- (j) no person rides or be required or permitted to ride on any construction vehicle or mobile plant otherwise than in a safe place provided thereon for that purpose;
- (k) every construction site is organised in such a way that, as far as is reasonably practicable, pedestrians and vehicles can move safely and without risks to health;
- (l) the traffic routes are suitable for the persons using them, sufficient in number, in suitable positions and of sufficient size;
- (m) every traffic route is, where necessary indicated by suitable signs for reasons of health or safety;
- (n) bulldozers, scrapers, loaders, and other similar mobile plant are, when being repaired or when not in use, fully lowered or blocked with controls in a neutral position, motors stopped and brakes set;



Contractor



Witness 1



Witness 2



Employer



Witness 1



Witness 2

- (o) whenever visibility conditions warrant additional lighting, all mobile plant are equipped with at least two headlights and two taillights when in operation;
- (p) when workers are working on or adjacent to public roads, reflective indicators are provided and worn by the workers.

3.5.7 Permits and Way leaves

3.6 **MANAGEMENT**

C3.6.1 Management of the Works

- Planning and programme

The Contractor shall deliver to the Engineer within **14 days**, calculated from the commencement date, a realistic programme showing the order of procedure, the duration of activities making up the programme and method which he proposes to use in carrying out the Works in order to meet the due completion date for this project.

The tenderer is to note that the penalty for failing to complete the works is R 2 000.00 per day.

- Setting out of the works

Generally the positions of the works have been fixed on the plans according to the existing stand boundaries. The Engineer is to approve all setting out prior to commencement of excavation.

- Excavation of works & safety

The contractor shall ensure that all excavation work is carried out under the supervision of a competent person who is been appointed in writing. The Contractor will evaluate, as far as is reasonably practicable, the stability of the ground before excavation works begin and he/she shall not permit any person to work in an excavation which has not been adequately shored or braced.

The Contractor will cause convenient and safe means of access to every excavation area in which person are required to work and such access shall not be further than 6m from the point where any worker within the excavation is working.

The Contractor must ascertain as far as is reasonably practicable the location and nature of electricity, water, gas or other similar services which may in any way be affected by the work to be performed, and shall before the commencement of excavation work that may affect any such service, take the steps that may be necessary to render the circumstances safe for all persons involved;

The Principal Contractor shall cause every excavation which is accessible to the public or which is adjacent to public roads or thoroughfares, or whereby the safety of persons may be endangered, to be:

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

- (i) adequately protected by a barrier or fence of at least one metre in height and as close to the excavation as is practicable; and
- (ii) provided with warning illuminants or any other clearly visible boundary indicators at night or when visibility is poor;

The Principal Contractor shall cause warning signs to be positioned next to an excavation within which persons are working or carrying out inspections or tests.

▪ Inspection by engineer

No stage of construction shall be proceeded with until the Engineer or his representative has examined and approved the previous stage. If any work is covered or hidden from view before the Engineer has inspected same, the Contractor shall at his own cost open the covered work for inspection. The Contractor shall also be responsible for making good any work damaged by such uncovering.

▪ Employment of local labour

It is a specific criterion of this project that should as far as possible adhere to RDP principles, and to meet these principles the following procedures will be followed:

All labour is to be sourced from the Local Municipality; area of jurisdiction and the Contractor may only bring in key personnel from outside this area. The fixed rate for the appointment of local labour will be according Department of Labour Specifications. This will be payable by the Contractor.

Key personnel would typically include the Contracts Manager, Site Agent, and Supervisor for each discipline, and operators of plant where the operator must be seated.

A Monthly labour report on all local labour i.e. payments and labour days should be submitted to the Engineer at the end of each month in order for the Engineer to submit a report to the Employer.

None of the Works shall be executed except between sunrise and sunset on Monday to Saturday, inclusive, of any week, and none of the Works shall be executed on any special non-working days stated in the Contract Data, unless:

- ✓ The Engineer's permission in writing is obtained, subject to such conditions as may be laid down by the Engineer; or
- ✓ Provision is specifically made for it in the Contract; or
- ✓ Work is unavoidable or necessary for the saving of life or property or for the safety of the Works.

▪ Site Meetings

Regular meetings will be held between all relevant parties to establish the progress and / or delays and problems that might occur on site. Any problems of delays will be addressed accordingly and the Contractor will receive proper instructions with reference to this matter.

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

- Communication

The Engineer's representative on this project will be: **Mr O.B Adejinmi**

Contact No: **018 462 0796**

The contact person for the Employer is **Ms G.O. Moipolai or Mr T Meerken**

Contact No: **053 948 0787**

- Daily Records

Daily records of resources (equipment and people employed) must be kept and must be available on site at all times. These records will include i.e. site instruction book, site diary, site visit register, contractual documentation and minutes of all project meetings. Labour information should be kept updated at all times.

- Compliance with applicable laws

The Contractor shall, in performance of the Contract, comply with all applicable laws, regulations and statutory provisions and agreements, and shall in particular, on the request of the Engineer, provide proof that he has complied therewith with regard to amongst others:

- ✓ Wages and conditions of work; and
- ✓ Safety

- Payment Certificates

As consideration for the construction, completion and defects correction of the Works, the Employer shall pay the Contractor in terms of the provisions of the Contract.

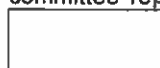
- Clearance of site

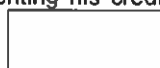
On completion of the Works, the Contractor shall clear away and remove from the site all Construction Equipment, surplus materials, rubbish and temporary works of every kind and leave the whole of the site and the works clean and in a safe condition. All streams and watercourses (where applicable) shall be cleaned and restored to the condition as at the commencement of the Works. If the Contractor does not, within a reasonable time, comply with this requirement, the Employer may have the site cleared and recover the cost thereof from the Contractor.

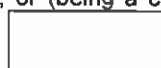
- Termination of Contract

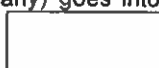
If application is made for the sequestration of the Contractor's estate, or if the Contractor publishes a notice of surrender of his estate or presents a petition for the acceptance of the surrender of his estate as insolvent, or makes a compromise with his creditors, or assigns in favour of his creditors, or agrees to carry out the Contract under the supervision of a committee representing his creditors, or (being a company) goes into liquidation, whether

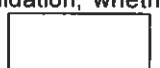

Contractor


Witness 1


Witness 2


Employer


Witness 1


Witness 2

provisionally or finally (other than a voluntary liquidation for the purposes of amalgamation or reconstruction), or if the contractor assigns the contract without having first obtained the Employer's consent in writing, or if execution is levied on his goods or if the Engineer certifies reference to this Clause, that in his opinion the Contractor:

- ✓ Has abandoned the contract; or
- ✓ Without reasonable excuse has failed to commence the Works in terms of Clause 9 of the General Conditions of Contract for Construction Works Second Edition (2010), or has suspended the progress of the Works for fourteen (14) days after receiving from the Engineer written notice to proceed or
- ✓ Has failed to proceed with the Works with due diligence; or
- ✓ Has failed to remove materials from the site or to pull down and replace work within fourteen (14) days after receiving from the Engineer written notice that the said materials or work have been condemned and rejected by the Engineer in terms of these conditions; or
- ✓ Is not executing the Works in accordance with the Contract, or is neglecting to carry out his obligations under the Contract; or
- ✓ Has, to the detriment of good workmanship or in defiance of the Engineer's instruction to the contrary, sublet any part of the Contract; or
- ✓ Has assigned the Contract or any part thereof without the Employer's consent in writing; or
- ✓ The contractor or anyone on his behalf or in his employ would pay, offer or offer as payment to any person in the employ of the Employer a gratuity or reward or commission; or
- ✓ The contractor furnished inaccurate information in the Schedules forming part of this Contract.

Then the Employer may, after giving fourteen (14) days' notice in writing to the Contractor, terminate the Contract and order the Contractor to vacate the Site and to hand it over to the Employer, and the Employer may then enter upon the site and the Works and expel the Contractor there from without thereby affecting the rights and powers conferred on the Employer of the Engineer by the Contract, and the Employer may himself complete the Works or may employ another contractor to complete the Works, and the Employer or such other contractor may use for such completion so much of the construction equipment, temporary works and materials bought onto the site by the Contractor as the Employer may think proper, and the Employer may at any time sell any of the said construction equipment, temporary works and unused materials and apply the proceeds of sale toward payment of any sums that may be due or become due to the Employer by the Contractor under the Contract. In such circumstances the Contractor shall forthwith vacate the site and shall not be entitled to remain on the site on the grounds that he is entitled to do so on a right of retention until amounts due to him have been paid, neither will the contractor be entitled to any further payments of this Contract.



Contractor



Witness 1



Witness 2



Employer



Witness 1



Witness 2

C3.7 **HEALTH AND SAFETY**

▪ **Health & Safety Issues**

All work is to be carried out in accordance with the Occupational Health and Safety Act and Regulations (Act 85 of 1993) (a copy of which must be kept on site), the Explosive Material Act of (Act 26 of 1956), the Minerals Act of 1991, and the Factories Machinery and Building Work Act (No 22 of 1941).

The Contractor's notice is drawn to the stipulations of the Construction Regulations 2003, a regulation of the Health and Safety Act 1993 (Gov Notice No R1010 of 18 July 2003). The construction regulation will be applied vigorously on the project.

The Contractor to be appointed must have made provision for the cost of health and safety measures during the construction process. The contractor must have the necessary skills, competencies and resources to carry out the work safely. A proper Safety Plan is to be submitted by the Contractor and a copy thereof is to be made available to all applicable appointed labourers and permanent workers on this project.

The Contractor is to ensure that the legal compliance for the Health and Safety issues are in place. Audits will be carried out to ensure that the Contractor is registered and in good standing with the Workmen's Compensation fund and that the Contractor has affected insurance indemnifying the Employer against penalties levied upon the Employer due to the acts of omissions of the Contractor in failing to comply with the provisions of the OHS regulations 2003. A compliance audit will also be carried out to ensure that the Contractor has appointed a full-time competent person in writing to deal with the issues of the OHS and that a risk assessment has been conducted and a copy of the Safety plan is on site before any work commences.

Operational audits will be carried out on the following important issues:

- ✓ That the Safety Plan is on site at all times
- ✓ That the Contractor's Safety file is on site at all times
- ✓ That the Safety Officer is on site at all times
- ✓ That Safety meetings are conducted as per the Safety Plan
- ✓ That employees are working under safe conditions
- ✓ That the public is not placed in danger
- ✓ That there is no harm to the environment

▪ **Accommodation of traffic**

It is expected of the Contractor to ensure that the free flow of traffic is possible throughout the construction period.

The Contractor is to provide all necessary barricades, signs and lighting in accordance with the stipulations of the South African Road Signs Traffic Manual, and the Protective Services of the Local Municipality. All work is to be to the satisfaction of the Engineer.

▪ **Reporting of accidents**

Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2

In addition to any statutory regulations, the Contractor shall, as soon as practicable, report to the Engineer every occurrence on the Works or the site causing damage to property of injury of death of persons. If required by the Engineer, the Contractor will submit a report in writing to the Engineer within 48 hours of such requirement setting out full details of the occurrence. The Engineer shall have the right to make any enquiries either on the site or elsewhere as to the cause and results any such occurrence and the Contractor shall make available to the Engineer the necessary facilities for carrying out such enquiries.

Failure or refusal on the part of the contractor to take the necessary steps to ensure the safety and convenience of the public traffic, accommodation of traffic, plant and personnel in accordance with these specifications or as required by statutory authorities or ordered by the engineer, shall be sufficient cause for the engineer to deduct penalties as follows:

- ✓ A fixed penalty of R10 000,00 per occurrence shall be deducted for each and every occurrence of non compliance with any of the requirements of the project specifications.
- ✓ In addition a time-related penalty of R500,00 per hour over and above the fixed penalty shall be deducted for non-compliance to rectify any defects in the accommodation of traffic within the allowable time after an instruction to this effect has been given by the engineer. The engineer's instruction shall state the allowable time, which shall be the time in hours for reinstatement of the defects. Should the contractor fail to adhere to this instruction, the time-related penalty shall be applied from the time the instruction was given

C3.8 PROJECT SPECIFICATIONS

The building will be constructed in consideration of The National Building Regulation (NBR) Standards and practices including municipal bylaws. All relevant professionals will be appointed as per relevant requirements of SANS regulations.

SANS 10400 consists of the following parts, under the general title

The application of the National Building Regulations:

- Part A: General principles and requirements.
- Part B: Structural design.
- Part C: Dimensions.
- Part D: Public safety.
- Part F: Site operations.
- Part G: Excavations.
- Part H: Foundations.
- Part J: Floors.
- Part K: Walls.
- Part L: Roofs.
- Part M: Stairways.
- Part N: Glazing.
- Part O: Lighting and ventilation.
- Part P: Drainage.
- Part Q: Non-water-borne means of sanitary disposal.
- Part R: Stormwater disposal.
- Part S: Facilities for persons with disabilities.
- Part T: Fire protection.
- Part V: Space heating.
- Part W: Fire installation.



Contractor



Witness 1



Witness 2



Employer



Witness 1



Witness 2

C3.9 GENERAL SPECIFICATIONS

PSA: GENERAL

PSA 1: SCOPE

Replace sub-clause 1.1 with the following:

"1.1. This specification covers requirements, principles and responsibilities of a general nature that are normally applicable to all civil engineering contracts, as well as the requirements for the contractor's establishment on the site."

Add to the Sub-clause:

All materials shall comply with the requirements of the South African Bureau of Standards, and shall bear the official standardization mark. Where SANS standard does not exist for a certain material, or a material does not bear the official standardization mark, the Engineers approval of such material must be gained before use thereof.

PSA 2: INTERPRETATIONS

PSA 2.3: Definitions

(a) General

Add the following definitions:

"General conditions: The general conditions of contract specified for use with this contract and the special conditions of contract as applicable.

Specified: As specified in the standardized specifications, the drawings or the project specifications. Specifications shall have the corresponding meaning."

(a) Measurement and payment

Replace the definitions for fixed charge, time-related charge and value-related charge with the following:

"Fixed charge: A charge that is not subject to adjustment on account of variation in the value of the contract amount or the contract time of completion.

Time-related charge: A charge, the amount of which varies in accordance with the time for completion of the work, adjusted in accordance with the provisions of the contract.

Value-related charge: A charge, the amount of which varies pro rata with the final value of the measured work executed and valued in accordance with the provisions of the contract."

PSA 2.4: Abbreviations

(a) Abbreviations relating to standard documents

Add the following abbreviation:

"CKS: SABS Co-ordinating Specification."

PSA 3: MATERIALS

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

PSA 3.1: Quality

Add the following:

"All manufactured materials supplied shall be new materials unless the contrary is specified. All materials specified in accordance with SABS specifications shall bear the SABS mark, whether so specified or not."

Add the following sub-clauses:

"PSA 3.3: Ordering of materials

The quantities set out in the schedule of quantities have been carefully determined from calculations based on data available at the time and should therefore be considered to be approximate quantities only. Before ordering materials of any kind the contractor shall check with the engineer whether or not the scope of the work for which the materials are required is likely to change substantially. No liability or responsibility whatsoever shall be attached to the employer for materials ordered by the contractor except when ordered in accordance with written confirmation issued by the engineer.

PSA 3.4: Materials supplied by the employer

Materials designated in the contract documents to be supplied by the employer shall not be obtained by the contractor from any other source than from the employer. Requisitions for materials to be supplied by the employer shall be submitted in writing and shall be signed by the contractor or his authorized representative and the engineer. The contractor or his authorized representative shall sign a receipt upon delivery of all such materials that, having been accepted by the contractor, will be deemed to be in a sound and satisfactory condition and will thenceforth be his sole responsibility.

The onus shall be entirely on the contractor to ensure that he accepts only sound materials from the employer, and the engineer is authorized to reject as unsuitable any material on the site of the works that, in his opinion, is unsound or defective in any way. The contractor shall immediately remove such rejected materials from the site of the works and shall replace them, at his own expense, with new and sound materials to the satisfaction of the engineer."

PSA 4: PLANT

PSA 4.2: Contractor's offices, stores and services

Add the following paragraph before the first paragraph:

"The contractor's construction camp shall be fenced off and shall contain all offices, stores, workshops, testing laboratories, toilet facilities, etc. The camp shall always be kept in a neat and orderly condition.

No personnel may reside on the site. Only night-watchmen may be on the site after hours."

Add the following to the second paragraph:

"One toilet per 10 workmen shall be provided and must be screened from public view and its use shall be enforced.

The contractor shall, where applicable, make the necessary arrangements for the removal of night soil."

PSA 5: CONSTRUCTION

PSA 5.4: Protection of overhead and underground services

Replace the heading and the contents of this sub-clause with the following:

"PSA 5.4: Location and protection of existing services

--	--	--	--	--	--

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

PSA 5.4.1: Location of existing services

Before underground or excavation work is carried out, the contractor shall ascertain the presence and position of all services likely to be damaged or interfered with by his activities. He shall obtain up-to-date plans from the engineer for this purpose, showing the position of services in the area where he intends to work. As services can often not be reliably located from such plans, the contractor shall determine the exact position of such services by means of suitable detecting equipment and afterwards by careful hand excavation where necessary in order to expose the services at the positions of possible interference by his activities. This procedure shall also be followed in respect of services not shown on the plans but believed to be present.

All such services, the positions of which have been located at the critical points, shall be designated as 'known' services and their positions shall be indicated on a separate set of drawings, a copy of which shall be furnished to the engineer.

While he is occupying the site, the contractor shall be liable for all damage caused by him to known services as well as for consequential damage, whether caused directly by his operations or by the lack of proper protection.

PSA 5.4.2: Protection during construction

The contractor shall exercise all the necessary care to prevent damage to known services during construction operations. Major excavating equipment and other plant shall not be operated dangerously close to these services. Where necessary, excavation in close proximity to these services shall be carefully carried out with suitable hand tools, excluding picks wherever their use could damage the services. No additional payment will apply to such more difficult work.

Services left exposed shall be suitably protected from damage.

PSA 5.4.3: Alterations and repairs to existing services

Unless the contrary is clearly specified or ordered, the contractor shall not carry out alterations to existing services. When this is necessary, the contractor shall inform the engineer, who will either make arrangements for such work to be executed by the owner of the service, or instruct the contractor to make such arrangements himself.

When existing services are damaged by the contractor, he shall immediately inform the engineer, or when this is not possible, the relevant authority, and obtain instructions as to who should carry out repairs. In urgent cases the contractor shall take the necessary steps to minimize damage to and interruption of the service. No repairs of telecommunication cables or electric power lines and cables shall be attempted.

The employer will accept no liability for damages due to a delay in having such alterations or repairs effected. The contractor shall provide all reasonable opportunity, access and assistance to persons carrying out alterations or repairs of existing services."

Add the following sub-clauses:

"PSA 5.9: Site meetings

The contractor will be required to attend regular site meetings, normally held once a month to discuss general progress, quality of work, problems, claims, payments, etc., but not matters concerning the day-to-day running of the contract.

PSA 6: TOLERANCES

Add the following sub-clause:

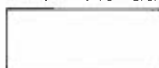
"PSA 6.4: General

No guarantee is given that the full specified tolerances will be available independently of each other, and the contractor is cautioned that the liberal or full use of any one or more of the tolerances may deprive him of the full or any use of tolerances relating to other aspects of the work.

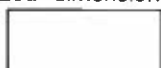
Except where the contrary is specified or when clearly not applicable, all quantities for measurement and payment shall be determined from the 'authorized' dimensions. These are specified dimensions or those shown on the



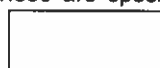
Contractor



Witness 1



Witness 2



Employer



Witness 1



Witness 2

drawings or, if changed, as finally prescribed by the engineer, without any allowance for the specified tolerances. Except if otherwise specified, all measurements for determining quantities for payment will be based on the 'authorized' dimensions.

If the work is therefore constructed in accordance with the 'authorized' dimensions plus or minus the tolerances allowed, quantities will be based on the 'authorized' dimensions regardless of the actual dimensions to which the work has been constructed.

When the work is not constructed in accordance with the 'authorized' dimensions plus or minus the tolerances allowed, the engineer may nevertheless, at his sole discretion, accept the work for payment. In such cases no payment shall be made for quantities of work or material in excess of those calculated for the 'authorized' dimensions, and where the actual dimensions are less than the 'authorized' dimensions minus the tolerance allowed, quantities for payment shall be based on the actual dimensions as constructed."

PSA 7: TESTING

PSA 7.1.1: Checking

Replace the last sentence with the following:

"The contractor shall obtain the services of an independent testing laboratory at his own expense (refer to clause 8 in portion 1 of the project specifications) to carry out the checks prescribed in the various standardized specifications."

PSA 7.1.2: Standard of finished work not to specification

Replace the words "Where the engineer's checks reveal . . ." with "Where the checks by the approved laboratory reveal . . ."

PSA 7.2: Approved laboratories

Add the following:

"The independent laboratory used by the contractor and approved by the engineer shall also be deemed an approved laboratory."

PSA 8: MEASUREMENT AND PAYMENT

PSA 8.1.2: Preliminary and general items or section

PSA 8.1.2.2: Tendered sums

Replace the contents of this sub-clause with the following:

"The contractor's tendered sums under items PSA 8.3 and PSA 8.4 shall collectively cover all charges for

- risks, costs and obligations in terms of the general conditions of contract and of this standardized specification, except where provision is made in these project specifications to cover compensation for any of these items
- head-office and site overheads and supervision
- profit and financing costs
- expenses of a general nature not specifically related to any item or items of permanent or temporary work
- providing facilities on site for the contractor's personnel, including offices, storage facilities, workshops, ablutions, for providing services such as water, electricity, sewerage, sewage and rubbish disposal, for access roads and all other facilities required, as well as for the maintenance and removal on completion of the works of these facilities and the cleaning-up of the camp site on completion of the works
- providing facilities for the engineer and his staff as specified in SABS 1200 AB and in these project specifications."

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

PSA 8.2.1: Fixed-charge and value-related items

Replace the contents of this sub-clause with the following:

"Payment of fixed charges in respect of item 8.3.1 will be made as follows:

80% of the sum tendered will be paid when the facilities have been provided and approved. The remaining 20% will be paid when the works have been completed, the facilities have been removed and the camp site has been cleared and cleaned.

Payment for the sum tendered under item 8.3.2 will be made in three separate instalments as follows:

- (a) The first instalment, which is 40% of the sum, will be paid when the contractor has fulfilled all his obligations to date under this specification, the general conditions of contract and the special conditions of contract, and when the value of work certified for payment, excluding materials on site and payments for preliminary and general items, is equal to not less than 5% of the total value of the work listed in the schedule of quantities.
- (b) The second instalment, which is 40% of the sum, will be made when the amount certified for payment, including retention monies but excluding this second instalment, exceeds 50% of the tender sum.
- (c) The final payment, which is 20% of the sum, will be made when the works have been certified as completed and the contractor has fulfilled all his obligations to date under this specification, the general conditions of contract and the special conditions of contract.

Should the value of the measured work finally completed be more or less than the tender sum, the sum tendered under item 8.3.2 will be adjusted up or down in accordance with the provisions of clause 53 of the general conditions of contract, and this adjustment will be applied to the third instalment. No adjustment will apply to item 8.3.1 in respect of variations in the value of work done or the finally authorized time for completion."

PSA 8.2.2: Time-related items

Replace the contents of this sub-clause with the following:

"Subject to the provisions of sub-clauses 8.2.3 and 8.2.4, payment under item 8.4.1 (time-related item) will be made monthly in equal amounts, calculated by dividing the sum tendered for the item by the tendered contract period in months, provided always that the total of the monthly amounts so paid for the item is not out of proportion with the progress of the work as a whole.

Should the engineer grant an extension of time for completion of the works, the contractor will be entitled to an increase in the sum tendered for the time-related item, which increase shall be in the same proportion to the original tendered sum as the extension of time is to the original time for completion of the works.

Payment of such increased amounts will be deemed full compensation for all additional time-related preliminary and general costs due to the circumstances pertaining to the extension of time granted."

PSA 8.3: Scheduled fixed-charge and value-related items

Replace the items with the following:

"PSA 8.3.1: Fixed preliminary and general charges Unit: sum

PSA 8.3.2: Value-related preliminary and general charges Unit: sum

The sums tendered shall include full compensation for all fixed and value-related preliminary and general charges as described in sub-clause PSA 8.1.2.2. Payment will be made as described in sub-clause PSA 8.2.1."



Contractor



Witness 1



Witness 2



Employer



Witness 1



Witness 2

PSA 8.4: Scheduled time-related items

Replace the items with the following:

"PSA 8.4.1: Time-related preliminary and general charges Unit: sum

The sum tendered shall include full compensation for all time-related preliminary and general charges as described in sub-clause PSA 8.1.2.2. Payment will be made as described in sub-clause PSA 8.2.2."

PSA 8.5: Sums stated provisionally by the engineer:

Replace the contents with the following:

"(a) Electrical work to be executed by a nominated
Sub-contractor Unit: Prov Sum

(b) Overheads, charges and profit on item (a) above Unit: %

The provisional sum provided in the schedule of quantities for electrical work executed by a nominated subcontractor shall be paid in accordance with clause 48 of the general conditions of contract.

The percentage tendered will be paid to the contractor on the actual amount paid to the subcontractor and shall include full compensation for all costs incurred in fulfilling his contractual role as the main contractor."

PSA 8.6: Prime cost items

Replace this item with the following:

"PSA 8.6: Prime cost sums:

(a) Additional tests required by the engineer Unit: PC sum

(b) Charge required by contractor on sub-item (a) above Unit: %

(c) Housing for engineer's representative Unit: PC sum

(d) Charge required by contractor on sub-item (c) above Unit: %

The prime cost sums provided under sub-item (a) and (c) in the schedule of quantities will be expended in accordance with sub-clause 48(2) of the general conditions of contract.

The tendered percentage under sub-item (b) will be paid to the contractor on the value of each payment to the approved testing laboratory, and the percentage tendered under sub-item (d) will be paid to the contractor on the value of each payment made to the engineer.

Note in connection with sub-item (a):

The contractor is responsible for both the cost of normal testing as described in sub-clause PS 8.2 in portion 1 of the project specifications and for the cost of any additional test that indicates that the specifications have not been complied with."

Replace item 8.8.4 with the following:

"PSA 8.8.4: Location and protection of existing services:

PSA 8.8.4.1: Provision of detecting devices for:

(a) Water and sewer pipes Unit: sum

(b) Electrical and other cables Unit: sum



Contractor



Witness 1



Witness 2



Employer



Witness 1



Witness 2

The tendered sums shall cover the cost of providing and operating suitable equipment for as long as it is needed to locate all the existing services likely to be affected by the construction activities. Alternatively, an approved specialist firm may be employed to carry out the work.

PSA 8.8.4.2: Hand excavation necessary for locating and exposing existing services in all material:

- | | | |
|-----|--------------------|----------------------|
| (a) | In roadways | Unit: m ³ |
| (b) | In all other areas | Unit: m ³ |

The rates shall cover the cost of excavating by means of hand tools within authorized dimensions, for all precautionary measures to protect the services from damage during excavation and backfilling, and for subsequent backfilling and compacting. Compaction of material in all areas except in roadways shall be to 90% of the modified AASHTO density.

The rate for hand excavation in roadways shall include compensation for compacting excavated or selected backfill material to 93% of modified AASHTO density. Reinstating layer works and surfacing shall be measured and paid for under SABS 1200 DB.

The tendered rates shall also include for keeping excavations safe, for dealing with surface and subsurface water, for removing surplus excavated material from the site, for transporting all material within the free-haul distance, and for supplying adequate supervision during both excavation and backfilling operations. Overhaul will be measured and paid for under SABS 1200 DB."

Add the following item:

"PSA 8.9: Compensation in terms of sub-clause 48 for delays due to the circumstances described in sub-clauses 41.1 of the general conditions of contract, as amended Unit: day

The unit of measurement shall be the number of working days approved by the engineer during which the contractor was delayed or prevented from executing the contract. In the event of delays for part of a working day only, such fractions of a working day shall be added to calculate the total delay.

Payment at the tendered rate shall be in full and final compensation for delays due to the circumstances described in sub-clauses 41.1.

No payment will be made under this payment item after expiry of the official completion date."

PSA 9

It is the sum of payable to the main contractor for hiring and training of Local Sub-contractors for the work of minimum value not less than:

- a) R 130, 000.00
- b) R 450, 000.00
- c) R 900, 000.00
- d) R 1, 500, 000.00

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

TSWAING LOCAL MUNICIPALITY



PROJECT NO: SCM/003/2021/22

PROJECT DESCRIPTION: KOPELA TAXI RANK SHELTER

C4 SITE INFORMATION

Docs included in this section should describe the site as at the time of tender to enable the tenderer to price his tender and to decide upon his method of working and programming.

Normally only actual information about physical conditions of the site and its surroundings is included in the site information and interpretation is a matter for the tenderer.

However, some Employers may wish to include interpretative information, such as inferred geological sections, or site class designations. In the case of refurbishment projects, site information would be the "as-built" drawings of the existing structure.

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

TSWAING LOCAL MUNICIPALITY



PROJECT NO: SCM/003/2021/22

PROJECT DESCRIPTION: KOPELA TAXI RANK SHELTER

C5 RELEVANT DOCUMENTATION

The following documents forms part of the Contract:

- (i) Preferential Procurement Regulations 2017 - Attached
- (ii) Tswaing Local Municipality Supply Chain Management Policy – Please Contact Tswaing Local Municipality for a Copy
- (iii) Tswaing Local Municipality Health and Safety Specification - Attached
- (iv) EPWP Guideline - Attached
- (v) MBD 4: Declaration of Interest - Attached

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

TSWAING LOCAL MUNICIPALITY



HEALTH AND SAFETY SPECIFICATION

**Municipal Manager
TSWAING LOCAL MUNICIPALITY
DELAREYVILLE**

**TSWAING LOCAL MUNICIPALITY
HEALTH AND SAFETY SPECIFICATION**

INDEX

	<u>Page number</u>
SECTION I: GENERAL SPECIFICATION	3
SECTION II: GUIDELINES FOR CONTRACT ADMINISTRATION	14

SECTION 1

HEALTH AND SAFETY SPECIFICATION THE OCCUPATIONAL HEALTH AND SAFETY ACT 1993 CONSTRUCTION REGULATIONS 2014

SECTION 1

INDEX

	Page number
1. INTRODUCTION	5
2. SPECIFICATION FOR PROFESSIONAL SERVICE PROVIDERS: DESIGNERS	6
3. SPECIFICATION FOR SERVICE PROVIDERS PRINCIPAL CONTRACTORS (PC)	8

TSWAING LOCAL MUNICIPALITY
HEALTH AND SAFETY SPECIFICATION
THE OCCUPATIONAL HEALTH AND SAFETY ACT 1993
CONSTRUCTION REGULATIONS 2014

SECTION 1

1. INTRODUCTION

This document was construed in order to comply with the provisions of the
THE OCCUPATIONAL HEALTH AND SAFETY ACT NO 85 OF 1993.

Definitions of words are those described in the Act and the Construction Regulations of 2014.

This document formulates the specifications of the Tswaing Local Municipality in terms of the above act and forms part of the constitution of the organisation.

This document forms part of the employment contract of all employees and is as such accepted in writing by each employee. It also forms part of the agreement between the Tswaing Local Municipality and all service providers.

No clause in this document shall be amended in any contract document construed by agents, designers or anyone else except so ordered or sanctioned by the Tswaing Local Municipality in writing.

TSWAING LOCAL MUCIPALITY

HEALTH AND SAFETY SPECIFICATION THE OCCUPATIONAL HEALTH AND SAFETY ACT 1993 CONSTRUCTION REGULATIONS 2014

SECTION 2: DESIGNERS

1. All wording shall have the meaning as defined by the H&S Regulations 2014.
2. This specification is in terms of the H&S act 1993 and the regulations of 2014.
3. All work performed and procedures followed by the designers shall be done according to the H&S regulations of 2014.
4. The client is aware of the fact that the appointment of the designer does not implicate that the designer becomes the agent of the client for the particular project. The appointment of an agent is done separately in writing and should be accepted by the designer as such.
5. The client is ultimately responsible for all the safety issues regarding the project for which the designer is appointed and cannot contract out of his obligations in terms of the law.
6. The client shall not employ a designer should he have reasonable doubts that the designer is not able to execute work in a safe manner.
7. All designers shall have adequate insurance cover indemnity the client for their act and omissions in terms of
 - Professional conduct
 - The H&S act in particular to indemnity the client against penalties imposed for acts or omissions

The client is aware of the fact that additional insurance over and above PI insurance is necessary to have himself indemnified by the designers for acts and omissions in the terms of the H&S regulations.

The professional indemnity insurance has a "negligent acts and omissions" wording only and there additional is necessary to cover the client against penalties imposed for acts or omissions.

8. Designers shall not accept work from the client if they are not capable of executing such work professionally and if such work cannot be executed in a safe manner, according to the provisions of the H&S regulations.
9. Designers shall execute all designs in terms of the relevant SABS and other acceptable codes and procedures and shall place great emphasis on safety issues including the maintenance procedures after inaugurations of such systems or projects.
10. Ergonomic parameters shall have high priority in all designs.

TSWAING LOCAL MUNICIPALITY

HEALTH AND SAFETY SPECIFICATION THE OCCUPATIONAL HEALTH AND SAFETY ACT 1993 CONSTRUCTION REGULATIONS 2014

SECTION 3: PRINCIPAL CONSTRUCTORS (PC)

1. The definitions of the regulations 2014 are applicable to this section. All work by the P C shall be done in compliance with the provisions of the H&S regulations.
2. The Employer recognises the right of each employee to work safely in a healthy environment under decent human conditions. Each employee has the right to return home safely and healthy and family after each day's work.
3. Work shall not be done at the expense of human safety and health.
4. Work shall be executed under humane conditions, especially with reference to hours and H&S issues in mind.
5. The P C shall appoint a fulltime H&S Manager should he have more than 50 employees on site.
6. The P C shall conduct monthly safety meetings on site. All foremen, gang leaders, and other shall participate and all incidents with relation to unsafe practices shall be discussed. Minutes of such meetings shall be kept in the H&S file.
7. Foremen and gang leaders shall, under the supervision of the H&S Manager, conduct meetings with all staff and people under their direct supervision on a frequent basis. Minutes of such meeting shall be kept in the H&S file.
8. New personnel (temporary or full time employees) shall attend safety inductions courses under the supervision of the H&S Manager.
9. The P C shall install and maintain a box in which proposals shall be considered, recorded and placed in the H&S file.
10. An adequate first aid facility shall be placed maintained on site and shall be adequately indicated by means of signs. All personnel shall be made aware of its existence and only trained first aid assistants shall be authorized to treat injuries.
11. The P C shall see that work is only executed by people trained for that particular task.
12. All safety equipment shall be SABS approved and under no circumstance shall any safety equipment be non-certified homemade equipment. Specifications and order details shall be kept in the H & S file.

13. Workers and personnel shall be attending safety courses on a regular basis and all information regarding such training shall be kept in the H & S file.
14. All employees shall be trained in safe working procedures and shall be trained on safety consciousness in particular. Employees in position of leadership shall be training through accredited training processes in H & S matters.
15. The contractor shall prepare and maintain a safety plan for the particular project and shall train his personnel to work according to such plan.
16. Personnel and workers will be made aware of any natural hazards existing on site. They will also be made aware of items defined by the designers in his risk assessment.
17. No horseplay between employees will be tolerated on site. Neither will aggressive or threatening behaviour by anybody be allowed.
18. Workers shall wear appropriate protective clothing for the applicable task which shall include special safety equipment like protective eyewear, gloves, boots, ear protecting, etc. workers shall be issued with these items and copy of such issuing shall be kept in the H&S file.
19. Workers shall not be allowed to wear loose clothes and footwear.
20. Workers shall have opportunity and right to prescribed rest, eating and toilet breaks.
21. Workers on nightshift shall be protected against inclement weather and shall have access to adequate food and drinks.
22. In cases where work is executed in remote or in security restricted areas, the P C will make provision for food to be supplied to his employees.
23. Potable water shall be made available free of charge to all workers on site.
24. Adequate toilet and washing facilities shall be made available to workers.
25. In the event of chemicals being present or used on site, the P C will allow for adequate shower facilities on site. All chemicals shall be stored according to specification and shall be clearly identified and marked in prescribed containers.
26. Workers under instruction to execute inherently unsafe procedures shall report such incidences to the H&S manager, designers to client immediately.
27. Unauthorised or unlawful instructions from foremen, gang leaders or colleagues shall be reported by the H&S manager immediately.
28. The P C shall stop his contractors if they work unsafely.
29. All specialist work shall be executed by registered artisans only.

30. Workers shall not be required to lift equipment or material heavier than 25kg or carry a load of more than 50kg for more than 10 metres.
31. Workers shall not be exposed to conditions of heat where the temperature is above 40° Celsius and the humidity more than 75%. Likewise will personnel not be exposed to temperatures lower than - 5° Celsius. Should the designer and the P C decided that the work is urgent, workers will be issued with proper protective clothing.
32. All workers shall have access to a shaded eating and resting place on site.
33. Workers executing tasks in rivers, trenches and other natural or artificial water ways shall be made aware of the hazard of flash floods and special precautions shall be made by the P C to implement an effective flood warning system.
34. Workers executing tasks in manholes for sewer or stormwater systems, shall be made aware of the existence of hazardous gasses in closed areas and shall be issued with gas masks in any event, even after tests conducted by the H&S manager has proven that no gasses are existent. Only specialists shall work in gas filled chamber.
35. Personnel executing work during rainy weather or under other wet conditions shall be equipped with proper gumboots and proper rain suits.
36. No personnel will be allowed to work in water unless gumboots are worn. Should the water be deeper than 300mm watertight suits shall be worn.
37. All ladders shall be fixed against scaffolding or other permanent structures.
38. Welding on site shall only be done by trained personnel behind adequate eye protecting shields and all welders shall wear proper protective gear.
39. Personnel operating grinders, saws or any other hand tools of similar description. Shall be equipped with the necessary eyewear and ear protection.
40. All personnel working under potentially dusty conditions shall wear nose and mouth filters.
41. Workers operating rock drilling equipment shall wear ear, nose and eye protection.
42. All scaffolding will comply with the H&S regulations.
43. Blasting will be done by specialists under the regulations of the explosives Act.
44. Workers shall wear protective clothing when exposed to chemicals like cement, lime, detergents, tar, fumes, etc. should work be executed in the presence of such material, adequate protective clothing and equipment shall be issued after permission is granted by the H & S manager.
45. Workers will not be allowed to made open fires on any part of the site unless it is made in designated areas approved by the H & S manager.

46. Fuel storage will only be allowed on certified areas on site.
47. Workers and other personnel will be trained for fire procedures and will practise such fire drill on a regular basis.
48. Assembly areas for emergency evacuations will be indicated by adequate signage.
49. The P C will have an attendance register for the purposes of identifying people before, during and after potential hazardous situations.
50. All transport supplied by the PC shall be on roadworthiness vehicles only and all transport shall be conducted in terms of the transport act.
51. Drivers of vehicles shall be responsible for the roadworthiness of vehicles and will report any dysfunctional vehicles to the PC.
52. All drivers will be responsible to handle vehicles in such a way to comply with the transport.
53. Passengers of vehicles shall report any unsafe conduct to the P C immediately. Such report shall be forwarded to the H & S manager and shall be investigated. Copy of such procedure shall be entered into the H & S file.
54. Only trained personnel shall be permitted and required to operate constructions machinery. All such machinery shall be maintained in a safe working condition.
55. All vehicles operating on site shall have audible warning signals if driven backwards
56. No vehicles shall be kept on site if it is leaking oil or other substances.
57. No vehicle or equipment shall be operated on site if its produces noise above 90 decibel measured within a distance of 10,0 m from the unit.
58. Equipment producing serious dusty conditions shall only be operated under the supervision of the P C and the H & S manager with the necessary protection to workers.
59. All excavations on site shall be adequately protected and not only indicated.
60. .Exploratory excavation to reveal services shall be done in a specific way.

All areas to be explored shall first be inspected by the landowner or local authority.
Position of services identified shall then be verified by opening by hand, not by machine.
Particular care shall be taken not to damage these services.
Electrical services are inherently dangerous and shall be opened by skilled people only.

These excavations shall not be left open without supervision. If necessary the excavation shall be backfilled temporarily with approved material until the specified modifications to the services can be made.

61. Access to excavations shall only be by means of ladders or stairs with handrails.
62. All refuse, unsafe material, potential hazardous material and rubbish shall be placed in designated areas to be removed on a regular basis.
63. Rainwater shall be contained in trenches or pipes in such a way that it will not cause contamination of material in this refuse areas.
64. All electrical sources or cables or overhead power lines should be regarded as live at all times and all workers on site shall be made aware of its existence during H & S meetings and as many times as necessary.
65. Adequate signage shall be used on site to indicated
 - Non smoking areas on site
 - Safety exits/emergency exits from buildings under construction
 - Stairs (temporary and permanent works)
 - Toilets
 - Fire fighting equipment
 - Workmen busy with equipment overhead
 - Fire assembly points
 - Fire escapes
 - Areas where members of the public are not allowed
 - First aid room
66. All visitors to the site shall be granted permission to the site only upon application through a predetermined procedure and records of these visitors shall be kept in the H & S file. Visitors shall attend safety induction training before entering the site.

Areas out of bounds to all visitors shall be indicated clearly by means of adequate signs.
67. Work performed in public servitudes like the construction of streets or roads shall be done according to the specifications of the local or national authority and adequate signage shall be implemented.
68. People complaining about their health or people displaying systems of illness or disease, shall be allowed to go to the first aid facility or to visit a doctor or a clinic. Permission shall not be withheld unreasonably. In remote areas the P C is required to have reasonable ways of transporting people to a doctor or clinic whether the person is ill or injured on site.
69. Personnel must be informed about the location of the nearest doctor or clinic for casualty purposes and the P C shall provide such transport for injured workers and injured members of the public (within the limits of the site) free of charge.

SECTION II

HEALTH AND SAFETY ACT 1993 GUIDELINES FOR CONTRACT ADMINISTRATION IN TERMS OF THE CONSTRUCTION REGULATIONS 2014

SECTION 11

INDEX

	Page number
1. PURPOSE OF THIS DOCUMENT	13
2. BACKGROUND	13
3. THE CLIENT	14
4. THE DESIGNER	16
5. THE PRINCIPAL CONTRACTOR (p c) AND CONTRACTOR	19
6. APPOINTMENT OF THE DESIGNER	21
7. THE ROLE OF THE CLIENT	23
8. THE ROLE OF THE PRINCIPAL CONTRACTOR	24
9. THE PROCEDURE RECOMMENDED	25
10. CONTRACT DOCUMENTATION	27
11. CONCLUSION	30

TSWAING LOCAL MUNICIPALITY
GUIDELINES FOR CONTRACT ADMINISTRATION
IN TERMS OF THE CONSTRUCTION REGULATIONS 2014
HEALTH & SAFETY ACT 1993

SECTION 1 AND 2

1. PURPOSE OF THIS DOCUMENT

This document describes the procedures to be followed in the execution of Engineering Projects for Tswaing Local Municipality.

The role of all parties to the development project is described.

The document is in terms of the construction Regulation 2014 of the Health and Safety Act 1993.

2. BACKGROUND

The Minister of Labour has on 18 July 2014 under section 43 of the Occupational Health and Safety Act 199 (Act No. 85 of 1993) published new regulations in the Government Gazette 7721, Vol 456. They have immediate effect and are implacable to the Construction Environment.

These regulations inter alia identify the different role players and their responsibilities, particularly the role of the client, the contractor and that of the designer.

The Construction Regulations endeavour to ensure that:

- i) Hazards or potential hazards to a healthy working environment are identified.
- ii) These hazards or potential hazards are removed or minimised.
- iii) Employers and workers are made aware of the value of safe working procedure and train themselves to work safely in potential hazardous environments or under potentially unsafe conditions.

TSWAING LOCAL MUNICIPALITY

GUIDELINES FOR CONTRACT ADMINISTRATION

IN TERMS OF THE CONSTRUCTION REGULATIONS 2014 HEALTH AND SAFETY ACT 1993

SECTION 3

3. THE CLIENT

In terms of the law of client is ultimately responsible for all acts and omissions as far as health and safety is concerned on site. It should be noted that the client will be held legally responsible for every trespass of the regulations, not the designer or the contractor. The law makes provision for fines to be levied and unless the client has been indemnified by the designer or the contractor, such fines will have to be paid by the client.

Clients cannot contract out of their statutory obligations except where the law allows for it. Therefore any liability imposed upon them for statutory non-compliance, cannot be passed on to designers (consultants) or contractors.

In particular the client's responsibilities are defined as follows

- | | |
|---|----------------|
| 1. To prepare a health and safety (H&S) specification for the work. This should cover the spectrum of activities handled by the client as part of his normal duties | Clause 4(1)(a) |
| 2. To provide a risk assessment to the principal contractor. | Clause 4(1)(b) |
| 3. To appoint the principal contractor in writing. | Clause 4(1)(c) |
| 4. To ensure that the H&S plan is implemented | Clause 4(1)(d) |
| 5. To stop any contractor executing work in an unsafe manner | Clause 4(1)(e) |
| 6. To provide additional H&S information to the contractor should change be made to the work | Clause 4(1)(f) |
| 7. To ensure that the principal contractor is registered and in good standing with the workmen's compensation fund | Clause 4(1)(h) |
| 8. To make sure tenderers have made provision in their offers for H&S measures | Clause 4(1)(h) |
| 9. To discuss and approve the H&S plan with the principal contractor. | Clause 4(2) |

- | | |
|---|-------------|
| 10. To keep a copy of the H&S plan of the principal contractor. | Clause 4(3) |
| 11. To not employ a contractor unless the client is reasonably satisfied that the principal contractor who is earmarked for an appointment has the necessary skills, competencies and resources to carry out the work safely. | Clause 4(4) |
| 12. The client can appoint an agent to handle his duties. The client can obviously also delegate some of his duties but this does not make the person responsible for such particular responsibilities as agent.

The client should make sure whether such responsibilities are not already part of the designer in terms of the regulations clause 992). | Clause 4(5) |
| 13. The client shall only appoint someone as his agent if he is reasonably satisfied that such person can handle such responsibilities. | Clause 4(6) |

TSWAING LOCAL MUNICIPALITY

GUIDELINES FOR CONTRACT ADMINISTRATION
IN TERMS OF THE CONSTRUCTION REGULATIONS 2014
HEALTH AND SAFETY ACT 1993

SECTION 4

4. THE DESIGNER

The regulations do not use names like Engineer, Architect, et. Instead the term Designer has been introduced. The responsibilities of the Designer are given in a sub-paragraph under the obligations of the Principal Contractor.

- | | |
|---|---|
| <p>4.1 The regulations has a comprehensive definition of the designer and this includes:</p> <ul style="list-style-type: none"> a) A person preparing a design b) A person checking a design c) A firm preparing a design d) An architect or engineer contribution to or having responsibility for a design. e) A building services engineer designing details of fixed plan (scaffolding or cranes). f) A surveyor specifying articles or drawing up specification (Quantity Surveyor) g) A contractor in design and build contract h) A contractor designing temporary work i) A interior designer, shop fitter and landscape architect. <p>The regulations also talks of “an Engineer Designing a Structure”. “Structure” is a wide concept and is given in paragraph 3.2.5.1 9a) underneath.</p> | <p>Definitions
“designer”</p>
<p>Definitions
“structure”</p> |
| <p>4.2 The designer does not automatically through an appointment become the agent of the client in terms of the regulations unless he is appointed in writing to the effect and he accepts such appointment in writing.</p> | <p>Clause 4(5)</p> |
| <p>4.3 The SAACE model agreement between the client and Engineer has a different meaning of the word “agent”.</p> <p>According to the model agreement of SAACE the Engineer acts as the “Agent” of the client in a conventional contractual context. “Agent” in terms of the Health and Safety regulations has a totally different meaning.</p> | |
| <p>4.4 It can be derived from the regulations that the client can appoint</p> | <p>Clause 4(5)</p> |

a designer to perform certain tasks of the client on his behalf. This still does not mean that these designers become his agent in terms of clause 4(5)

- 4.5 The regulations are fairly quiet regarding the functions and responsibilities of the designer except when designing of a structure. It is again assumed that the client will identify certain functions to be done by the designer on his behalf

4.5.1 "Structure" in terms of the regulations means:

- a) * Any building
- Steel or reinforced concrete structure
 - Railway line
 - Railway siding
 - Bridge
 - Waterworks
 - Reservoir
 - Pipe or pipeline
 - Cable
 - Sewer
 - Sewerage works
 - Fixed vessels
 - Road
 - Drainage works
 - Earthworks
 - Dam
 - Wall
 - Mast
 - Tower
 - Tower crane
 - Batching plants
 - Pylon
 - Surface and underground tanks
 - Earth retaining structure
- Or any structure designed to preserve or alter any natural feature and any other similar structure.
- b) Any formwork, falsework, scaffold or other structure designed or used to provide support of access during construction (structural engineering sector).
- c) Fixed plant to prevent people from falling 2 meters or more.

Definitions

- 4.5.2 The designer is in fact regarded as a person delivering designs only and unless his role is defined by the client, his role is quite limited

Clause 9(2)

- 4.5.3 The designer should inform the client and the principal contractor about anticipated dangers relating to the construction work. This is in fact a Risk Assessment.

Clause 9(2)(b)

- 4.5.4 the designer (in the structural engineering context) shall further furnish to the contractor in writing. Clause 9(2)
- i) A geo-technical report.
 - ii) The loading of the structure
 - iii) The method and sequence of the construction process
 - iv) He should exclude inherently dangerous methods of construction in his design
 - v) The maintenance of the structure shall be through safe procedures
 - vi) He should carry out inspections
 - vii) And stop the contractor from executing work dangerously
 - viii) A final inspection is necessary to ensure safety of the structure.
 - ix) Great emphasis should be given to the ergonomic design of the structure.
 - x) The engineer should also give input in the design of temporary work e.g. scaffolding.
- Clause 10(c)

TSWAING LOCAL MUNICIPALITY

GUIDELINES FOR CONTRACT ADMINISTRATION IN TERMS OF THE CONSTRUCTION REGULATIONS 2014 HEALTH AND SAFETY ACT 1993

SECTION 5

5. THE PRINCIPAL CONTRACTOR (P C) AND CONTRACTOR

The responsibilities of these parties are comprehensively stipulated in the regulations

5.1 In general it can be seen that the responsibilities of the PC (Principal Contractor) towards his contractors is Mutatis Mutandis to the responsibilities of the Client towards the PC	
5.2 The PC is responsible for the collecting of these contractors' safety plans and to hold them to it.	Clause 5(1) and 5(2)
i) He should also stop his contractors should they work unsafely.	Clause 5(3)(d)
ii) He should appoint safety officers should the size of the work warrant it.	Clause 6(6)
iii) He should cause a risk assessment to be executed by a competent person.	Clause 7(1)
iv) Visitors to his site should undergo induction pertaining to H&S issues.	Clause 7(8)
v) He shall see to his employees induction and H&S training.	Clause 7(7)
vi) the employees of the PC and his contractors shall wear visible proof of their induction training.	Clause 7(9)(a)
5.3 The regulations also covers the details of	
• Fall protection	Clause 8
• Structures (under this heading the responsibilities of the designer of a structure is found)	Clause 9
• Formwork and support work	Clause 10
• Excavation work	Clause 11
• Demolition work	Clause 12
• Tunnelling	Clause 13
• Scaffolding	Clause 14

• Suspended platforms	Clause 15
• Boatswain's chairs	Clause 16
• Material Hoists	Clause 17
• Batch plants	Clause 18
• Explosive powered tools	Clause 19
• Cranes	Clause 20
• Construction vehicles and mobile plant	Clause 21
• Electrical installation and machinery on construction sites	Clause 22
• Use and storage of flammable liquids on construction sites	Clause 23
• Water environment	Clause 24
• Housekeeping on construction sites	Clause 25
• Stacking and storage on construction sites	Clause 26
• Fire precautions on construction sites	Clause 27
• Construction welfare facilities	Clause 28

TSWAING LOCAL MUNICIPALITY

GUIDELINES FOR CONTRACT ADMINISTRATION
IN TERMS OF THE CONSTRUCTION REGULATIONS 2014
HEALTH AND SAFETY ACT 1993

SECTION 6

6. APPOINTMENT OF THE DESIGNER

- | | |
|---|---|
| <p>6.1 The client appoints the consultant or designer as agent only for the particular project and also for the duration of the project.</p> <p>6.2 It is further important to distinguish between “agent” in terms of the SAACE model agreement between client and engineer and “agent” in terms of the H&S regulations</p> <p>6.3 The responsibilities and duties of a designer in the H&S context are those that is dictated y law and/or those respectively given to him by the client, except when he is a structural engineer and designs a “structure” in which case clause 9(2) applies automatically.</p> <p>6.4 The client should only add to the responsibilities of the designer those which is not automatically in his hand in terms of clause 9(1) of the regulations</p> <p>6.5 The following duties are not regarded as normal work of the designer of a “structure” and will therefore require an additional appointment.</p> | <p>1. To ensure the H&S plan of the PC is implemented on site. Clause 4(1)(d)</p> <p>2. To ensure that changes to the design are also incorporated in the H&S plan. Clause 4(1)(e)</p> <p>3. To ensure that the principal contractor is registered and in good standing with the workmens’ compensation fund. Clause 4(1)(f)</p> <p>4. To see that the contract registers the site as a construction site at the Department of labour. Clause 4(1)(g)</p> <p>5. To discuss with the contractor the h & S plan and then recommend to the client the approval thereof. Clause 4(2)</p> <p>6. To keep a copy of the H&S plan of the contractor in his possession and see that a copy is forwarded to the client. Clause 4(4)</p> <p>7. Control the following on site</p> <p style="padding-left: 40px;">a) To see that the principal contractor keeps the H& S file up to date and the it is given to the client upon Clause 5(7)</p> |
|---|---|

completion of the contract.

- | | |
|--|-------------|
| b) To see that the principal contractor keeps a data base of all contractors involved with the project. | Clause 5(9) |
| c) To see that the principal contractor appoints one or more construction supervisors. | |
| d) To see that this person is dedicated to the particular project only. | Clause 6(4) |
| e) To receive from the contractor his risk assessment and keep a copy of that for his and the clients records. | Clause 7(1) |

TSWAING LOCAL MUNICIPALY

GUIDELINES FOR CONTRACT ADMINISTRATION IN TERMS OF THE CONSTRUCTION REGULATIONS 2014 HEALTH AND SAFETY ACT 1993

SECTION 7

7. THE ROLE OF THE CLIENT

- | | | |
|-----|--|----------------|
| 7.1 | The client shall still prepare the H&S specification in terms of clause 4(1)(a) for its global activities. The H&S specification for the particular project is assigned to the designer. | Clause 4(1)(a) |
| 7.2 | The client shall approve of the H&S plan of the contractor, but on the recommendation of the consultant/designer. | Clause 4(2) |
| 7.3 | The client employs the principal contractor. | Clause 4(1)(c) |
| 7.4 | The client can appoint an agent in which case all the responsibilities of the agent in the regulations are transferred to the agent. | Clause 4(5) |
| 7.5 | The client should only appoint an agent should he have made reasonably sure that the agent can handle the responsibility. | Clause 4(6) |
| 7.6 | The client shall not appoint a contractor if he is not reasonably sure that the contractor can execute such work in a safe manner. | Clause 4(4) |

TSWAING LOCAL MUNICIPALITY
GUIDELINES FOR CONTRACT ADMINISTRATION
IN TERMS OF THE CONSTRUCTION REGULATIONS 2014
HEALTH AND SAFETY ACT 1993

SECTION 8

8. THE ROLE OF THE PRINCIPAL CONTRACTOR

The principal contractor should execute the following duties:

- | | | |
|-----|---|--------------|
| 1. | Provide a health and safety plan | 5(1) |
| 2. | See that his contractors comply with the regulations | 5(2) |
| 3. | He should discuss the particular H&S plan | 5(5) |
| 4. | He should have his H&S plan available | 5(6) |
| 5. | He should have an H&S file available on site and hand it over to the client upon completion | 5(7) |
| 6. | He should not employ contractors who are not capable | 5(10) |
| 7. | He should have full time supervision on site | 6(1) to 6(8) |
| 8. | He should produce a risk assessment of the work | 7(1) |
| 9. | He should train his employees | 7(4) |
| 10. | He should introduce induction training on site | 7(7)/7(8) |
| 11. | All physical aspects of the regulations as in terms of the regulations | |

TSWAING LOCAL MUNICIPALITY

GUIDELINES FOR CONTRACT ADMINISTRATION
IN TERMS OF THE CONSTRUCTION REGULATIONS 2014
HEALTH AND SAFETY ACT 1993

SECTION 9

9. THE PROCEDURE RECOMMENDED

- | | | |
|-----|--|---------------------|
| 9.1 | The client decides to execute work and appoints a designer to administer the work. | Clause 4(1)(a) |
| 9.2 | The scope of works and the exact duties of the designer are identified and given to him in writing. | |
| | The designer should affect insurance by which the client is indemnified (by the designer) for acts and omissions of the designer. This type of insurance does not form part of the normal IP insurance provided by the designer. | |
| | The designer prepares a contract document and ensures that this document states clearly the following: | |
| | 1. A risk assessment of the project and the H & S specification of the client. | |
| | 2. All relevant information to enable the pricing of the contract. | 9(2)(a) |
| | 3. Items in the bill to enable the tenderer to price for the risk including insurance indemnifying the client. The document should state whether a full time safety office is required on site. | 9(2)(b) |
| | 4. i) Geotechnical information | 9(2)(c)(i) to (iii) |
| | ii) Loading of the structure – in other words all relevant technical data taking the definition of “structure” into account. | |
| | iii) the method and sequence of the process. This should identify the priorities of the client | |
| | 5. Inherently dangerous procedures should be avoided in the design. | 9(2)(d) |
| | 6. The maintenance of the structure should be considered also so that this aspect would be safe | 9(2)(3) |

and ergonomic too

- 9.3 The tenderers then respond by each giving an H&S plan based on the risk assessment of the designer.
- 9.4 The client then chooses the contractor according to his procurement policy (taking into account his ability to do the work safely) and appoints him in writing via the designer
- 9.5 The chosen principal contractor then affects a detailed risk assessment and a risk management plan, based on the H&S specification

Once on site the principal contractor should register the site by means of the prescribed form and have it approved by the client/designer.

He should open and then maintain his H&S file through the duration of the contract
He should then further adhere to the provisions of the H&S regulations
- 9.6 He should hand over the H&S file (recommend to do that with the designer's as-built drawings).
- 9.7 The designer should stop the work if he has reason to believe that the contractor is executing work in an unsafe manner.
- 9.8 Likewise should the principal contractor stop the work of his contractor(s) should he have reason to believe that such contractor is not working safely

TSWAING LOCAL MUCIPALITY
GUIDELINES FOR CONTRACT ADMINISTRATION
IN TERMS OF THE CONSTRUCTION REGULATIONS 2014
HEALTH AND SAFETY ACT 1993

SECTION 10

10. CONTRACT DOCUMENTATION

- The contract documentation needs to emphasize the following points in order to comply with the Health and Safety Act 1993 and the Construction Regulations 2014.

A. In the Specification section

1. Health and Safety Specification

The Client shall issue the Designer with his Health and Safety specification and it shall be included as such in the document.

Should the Designer be of the opinion that variations and additions be made to the specification, due to the nature of the particular project, he shall forward the proposed variation of addition to the NDM who will authorise this in writing.

2. Risk Assessment

This can form part of the contract specifications

It is necessary to identify to the contractor

- i) The situation on site as it is with all the potential hazards and dangers involved
- ii) The nature of the work and situations that the average contractor would encounter during the execution of the work. The nature of the work and expected risks should be described in particular as well as the method and the sequence of the work
- iii) The basic safety precautions that he should take
- iv) The Safety and Health specification of the client
- v) To allow sufficient items in the bill of quantities for the tendered to price for the specified H&S precautions

3. Insurance

The contractor shall affect insurance indemnifying the client against penalties levied upon the client due to the acts or omissions of the contractor in failing to comply with the provisions of the H&S regulations 2014.

The contractor shall prove to the Engineer that such insurance has been affected and maintained during the construction.

B. The Tender Rules

The tender rules shall contain a clause requiring the contractor to submit a H&S plan based on the risk assessment given in the contract document. It should also state that the client is bound by law not to appoint a contractor should he be reasonably sure that the contractor would not be able to execute the work safely should he be appointed.

The following example is recommended

Tenderers are required to study the published risk assessment and provide Annexure Y his Health and Safety Plan. Generic document will be disregarded. Such H&S plan should give details regarding the tenderers intention of dealing with the risks.

Failure to submit such H&S plan will result in disqualification of the tender.

Tenderers are informed that the client is bound by law not to accept a tender should he be reasonable sure that the tenderer will not be able to execute the work safely.

TSWAING LOCAL MUNICIPALITY
GUIDELINES FOR CONTRACT ADMINISTRATION
IN TERMS OF THE CONSTRUCTION REGULATIONS 2014
HEALTH AND SAFETY ACT 1993

SECTION 11

11. CONCLUSION

The Construction Regulations 2014 was long overdue in the South African Civil engineering Construction Industry. Role players will now be forced to implement them and an awareness of safe working environments will be cultivated.

Clients might initially detect an contemptuous attitude particularly from contractors and even designers or consultants. This should not deter clients since acts and omission from these parties will bring clients in confrontation with the law.

Contract cost will certainly escalate due to the additional specifications but this should be weighed against the value of human lives improved and saved.

The construction industry, particularly the Civil Engineering Sector, will have to accept and embrace these regulations and then seriously look at its productivity to curb the cost of the implementation process

EPWP GUIDELINES

1. Introduction

- 1.1 This document contains the standard terms and conditions for workers employed in elementary occupations on an Extended Public Works Programme (SPWP). These terms and conditions do NOT apply to persons employed in the supervision and management of an SPWP.
- 1.2 In this document –
 - (a) "department" means any department of the State, implementing agent or contractor;
 - (b) "employer" means any department, implementing agency or contractor that hires workers to work in elementary occupations on a SPWP;
 - (c) "worker" means any person working in an elementary occupation on a SPWP;
 - (d) "elementary occupation" means any occupation involving unskilled or semi-skilled work;
 - (e) "management" means any person employed by a department or implementing agency to administer or execute an SPWP;
 - (f) "task" means a fixed quantity of work;
 - (g) "task-based work" means work in which a worker is paid a fixed rate for performing a task;
 - (h) "task-rated worker" means a worker paid on the basis of the number of tasks completed;
 - (i) "time-rated worker" means a worker paid on the basis of the length of time worked.

2. Terms of Work

- 2.1 Workers on a SPWP are employed on a temporary basis.
- 2.2 A worker may NOT be employed for longer than 24 months in any five-year cycle on a SPWP.
- 2.3 Employment on a SPWP does not qualify as employment as a contributor for the purposes of the Unemployment Insurance Act 30 of 1966.

3. Normal Hours of Work

- 3.1 An employer may not set tasks or hours of work that require a worker to work–
 - (a) more than forty hours in any week
 - (b) on more than five days in any week; and
 - (c) for more than eight hours on any day.
- 3.2 An employer and worker may agree that a worker will work four days per week. The worker may then work up to ten hours per day.
- 3.3 A task-rated worker may not work more than a total of 55 hours in any week to complete the tasks allocated (based on a 40-hour week) to that worker.

4. Meal Breaks

- 4.1 A worker may not work for more than five hours without taking a meal break of at least thirty minutes duration.
- 4.2 An employer and worker may agree on longer meal breaks.
- 4.3 A worker may not work during a meal break. However, an employer may require a worker to perform duties during a meal break if those duties cannot be left unattended and cannot be performed by another worker. An employer must take reasonable steps to ensure that a worker is relieved of his or her duties during the meal break.

- 4.4 A worker is not entitled to payment for the period of a meal break. However, a worker who is paid on the basis of time worked must be paid if the worker is required to work or to be available for work during the meal break.

5. Special Conditions for Security Guards

- 5.1 A security guard may work up to 55 hours per week and up to eleven hours per day.
- 5.2 A security guard who works more than ten hours per day must have a meal break of at least one hour or two breaks of at least 30 minutes each.

6. Daily Rest Period

Every worker is entitled to a daily rest period of at least eight consecutive hours. The daily rest period is measured from the time the worker ends work on one day until the time the worker starts work on the next day.

7. Weekly Rest Period

Every worker must have two days off every week. A worker may only work on their day off to perform work which must be done without delay and cannot be performed by workers during their ordinary hours of work ("emergency work").

8. Work on Sundays and Public Holidays

- 8.1 A worker may only work on a Sunday or public holiday to perform emergency or security work.
- 8.2 Work on Sundays is paid at the ordinary rate of pay.
- 8.3 A task-rated worker who works on a public holiday must be paid –
- (a) the worker's daily task rate, if the worker works for less than four hours;
 - (b) double the worker's daily task rate, if the worker works for more than four hours.
- 8.4 A time-rated worker who works on a public holiday must be paid –
- (a) the worker's daily rate of pay, if the worker works for less than four hours on the public holiday;
 - (b) double the worker's daily rate of pay, if the worker works for more than four hours on the public holiday.

9. Sick Leave

- 9.1 Only workers who work four or more days per week have the right to claim sick-pay in terms of this clause.
- 9.2 A worker who is unable to work on account of illness or injury is entitled to claim one day's paid sick leave for every full month that the worker has worked in terms of a contract.
- 9.3 A worker may accumulate a maximum of twelve days' sick leave in a year.
- 9.4 Accumulated sick-leave may not be transferred from one contract to another contract.

- 9.5 An employer must pay a task-rated worker the worker's daily task rate for a day's sick leave.
- 9.6 An employer must pay a time-rated worker the worker's daily rate of pay for a day's sick leave.
- 9.7 An employer must pay a worker sick pay on the worker's usual payday.
- 9.8 Before paying sick-pay, an employer may require a worker to produce a certificate stating that the worker was unable to work on account of sickness or injury if the worker is –
- (a) absent from work for more than two consecutive days; or
 - (b) absent from work on more than two occasions in any eight-week period.
- 9.9 A medical certificate must be issued and signed by a medical practitioner, a qualified nurse or a clinic staff member authorised to issue medical certificates indicating the duration and reason for incapacity.
- 9.10 A worker is not entitled to paid sick-leave for a work-related injury or occupational disease for which the worker can claim compensation under the Compensation for Occupational Injuries and Diseases Act.

10. Maternity Leave

- 10.1 A worker may take up to four consecutive months' unpaid maternity leave.
- 10.2 A worker is not entitled to any payment or employment-related benefits during maternity leave.
- 10.3 A worker must give her employer reasonable notice of when she will start maternity leave and when she will return to work.
- 10.4 A worker is not required to take the full period of maternity leave. However, a worker may not work for four weeks before the expected date of birth of her child or for six weeks after the birth of her child, unless a medical practitioner, midwife or qualified nurse certifies that she is fit to do so.
- 10.5 A worker may begin maternity leave –
- (a) four weeks before the expected date of birth; or
 - (b) on an earlier date –
 - (i) if a medical practitioner, midwife or certified nurse certifies that it is necessary for the health of the worker or that of her unborn child; or
 - (ii) if agreed to between employer and worker; or
 - (c) on a later date, if a medical practitioner, midwife or certified nurse has certified that the worker is able to continue to work without endangering her health.
- 10.6 A worker who has a miscarriage during the third trimester of pregnancy or bears a stillborn child may take maternity leave for up to six weeks after the miscarriage or stillbirth.
- 10.7 A worker who returns to work after maternity leave, has the right to start a new cycle of twenty-four months employment, unless the SPWP on which she was employed has ended.

11. Family responsibility leave

11.1 Workers, who work for at least four days per week, are entitled to three days paid family responsibility leave each year in the following circumstances -

- (a) when the employee's child is born;
- (b) when the employee's child is sick;
- (c) in the event of a death of –
 - (i) the employee's spouse or life partner;
 - (ii) the employee's parent, adoptive parent, grandparent, child, adopted child, grandchild or sibling.

12. Statement of Conditions

12.1 An employer must give a worker a statement containing the following details at the start of employment –

- (a) the employer's name and address and the name of the SPWP;
- (b) the tasks or job that the worker is to perform; and
- (c) the period for which the worker is hired or, if this is not certain, the expected duration of the contract;
- (d) the worker's rate of pay and how this is to be calculated;
- (e) the training that the worker will receive during the SPWP.

12.2 An employer must ensure that these terms are explained in a suitable language to any employee who is unable to read the statement.

12.3 An employer must supply each worker with a copy of these conditions of employment.

13. Keeping Records

13.1 Every employer must keep a written record of at least the following –

- (a) the worker's name and position;
- (b) in the case of a task-rated worker, the number of tasks completed by the worker;
- (c) in the case of a time-rated worker, the time worked by the worker;
- (d) payments made to each worker.

13.2 The employer must keep this record for a period of at least three years after the completion of the SPWP.

14. Payment

14.1 An employer must pay all wages at least monthly in cash or by cheque or into a bank account.

14.2 A task-rated worker will only be paid for tasks that have been completed.

14.3 An employer must pay a task-rated worker within five weeks of the work being completed and the work having been approved by the manager or the contractor having submitted an invoice to the employer.

- 14.4 A time-rated worker will be paid at the end of each month.
- 14.5 Payment must be made in cash, by cheque or by direct deposit into a bank account designated by the worker.
- 14.6 Payment in cash or by cheque must take place –
- (a) at the workplace or at a place agreed to by the worker;
 - (b) during the worker's working hours or within fifteen minutes of the start or finish of work;
 - (c) in a sealed envelope which becomes the property of the worker.
- 14.7 An employer must give a worker the following information in writing –
- (a) the period for which payment is made;
 - (b) the numbers of tasks completed or hours worked;
 - (c) the worker's earnings;
 - (d) any money deducted from the payment;
 - (e) the actual amount paid to the worker.
- 14.8 If the worker is paid in cash or by cheque, this information must be recorded on the envelope and the worker must acknowledge receipt of payment by signing for it.
- 14.9 If a worker's employment is terminated, the employer must pay all monies owing to that worker within one month of the termination of employment.

15. Deductions

- 15.1 An employer may not deduct money from a worker's payment unless the deduction is required in terms of a law.
- 15.2 An employer must deduct and pay to the SA Revenue Services any income tax that the worker is required to pay.
- 15.3 An employer who deducts money from a worker's pay for payment to another person must pay the money to that person within the time period and other requirements specified in the agreement law, court order or arbitration award concerned.
- 15.4 An employer may not require or allow a worker to –
- (a) repay any payment except an overpayment previously made by the employer by mistake;
 - (b) state that the worker received a greater amount of money than the employer actually paid to the worker; or
 - (c) pay the employer or any other person for having been employed.

16. Health and Safety

- 16.1 Employers must take all reasonable steps to ensure that the working environment is healthy and safe.
- 16.2 A worker must –
- (a) work in a way that does not endanger his/her health and safety or that of any other person;

- (b) obey any health and safety instruction;
- (c) obey all health and safety rules of the SPWP;
- (d) use any personal protective equipment or clothing issued by the employer;
- (e) report any accident, near-miss incident or dangerous behaviour by another person to their employer or manager.

17. Compensation for Injuries and Diseases

- 17.1 It is the responsibility of the employers (other than a contractor) to arrange for all persons employed on a SPWP to be covered in terms of the Compensation for Occupational Injuries and Diseases Act, 130 of 1993.
- 17.2 A worker must report any work-related injury or occupational disease to their employer or manager.
- 17.3 The employer must report the accident or disease to the Compensation Commissioner.
- 17.4 An employer must pay a worker who is unable to work because of an injury caused by an accident at work 75% of their earnings for up to three months. The employer will be refunded this amount by the Compensation Commissioner. This does NOT apply to injuries caused by accidents outside the workplace such as road accidents or accidents at home.

18. Termination

- 18.1 The employer may terminate the employment of a worker for good cause after following a fair procedure.
- 18.2 A worker will not receive severance pay on termination.
- 18.3 A worker is not required to give notice to terminate employment. However, a worker who wishes to resign should advise the employer in advance to allow the employer to find a replacement.
- 18.4 A worker who is absent for more than three consecutive days without informing the employer of an intention to return to work will have terminated the contract. However, the worker may be re-engaged if a position becomes available for the balance of the 24-month period.
- 18.5 A worker who does not attend required training events, without good reason, will have terminated the contract. However, the worker may be re-engaged if a position becomes available for the balance of the 24-month period.

19. Certificate of Service

- 19.1 On termination of employment, a worker is entitled to a certificate stating –
 - (a) the worker's full name;
 - (b) the name and address of the employer;
 - (c) the SPWP on which the worker worked;
 - (d) the work performed by the worker;
 - (e) any training received by the worker as part of the SPWP;
 - (f) the period for which the worker worked on the SPWP;
 - (g) any other information agreed on by the employer and worker.

MBD 4

DECLARATION OF INTEREST

1. No bid will be accepted from persons in the service of the state¹.
2. Any person, having a kinship with persons in the service of the state, including a blood relationship, may make an offer or offers in terms of this invitation to bid. In view of possible allegations of favouritism, should the resulting bid, or part thereof, be awarded to persons connected with or related to persons in service of the state, it is required that the bidder or their authorised representative declare their position in relation to the evaluating/adjudicating authority.
- 3 In order to give effect to the above, the following questionnaire must be completed and submitted with the bid.**

3.1 Full Name of bidder or his or her representative:.....

3.2 Identity Number:

3.3 Position occupied in the Company (director, trustee, shareholder²):.....

3.4 Company Registration Number:

3.5 Tax Reference Number:.....

3.6 VAT Registration Number:

3.7 The names of all directors / trustees / shareholders members, their individual identity numbers and state employee numbers must be indicated in paragraph 4 below.

3.8 Are you presently in the service of the state? YES / NO

3.8.1 If yes, furnish particulars.....

.....

'MSCM Regulations: "in the service of the state" means to be –

(a) a member of –

- (i) any municipal council;
- (ii) any provincial legislature; or
- (iii) the national Assembly or the national Council of provinces;

(b) a member of the board of directors of any municipal entity;

(c) an official of any municipality or municipal entity;

(d) an employee of any national or provincial department, national or provincial public entity or constitutional institution within the meaning of the Public Finance Management Act, 1999 (Act No. 1 of 1999);

(e) a member of the accounting authority of any national or provincial public entity; or

(f) an employee of Parliament or a provincial legislature.

² Shareholder" means a person who owns shares in the company and is actively involved in the management of the company or business and exercises control over the company.

3.9 Have you been in the service of the state for the past twelve months? **YES / NO**

3.9.1 If yes, furnish particulars.....

.....

3.10 Do you have any relationship (family, friend, other) with persons in the service of the state and who may be involved with the evaluation and or adjudication of this bid? **YES / NO**

3.10.1 If yes, furnish particulars.

.....
.....

3.11 Are you, aware of any relationship (family, friend, other) between any other bidder and any persons in the service of the state who may be involved with the evaluation and or adjudication of this bid? **YES / NO**

3.11.1 If yes, furnish particulars

.....
.....

3.12 Are any of the company's directors, trustees, managers, principleshareholders or stakeholders in service of the state? **YES / NO**

3.12.1 If yes, furnish particulars.

.....
.....

3.13 Are any spouse, child or parent of the company's directors trustees, managers, principle shareholders or stakeholders in serviceof the state? **YES / NO**

3.13.1 If yes, furnish particulars.

.....
.....

3.14 Do you or any of the directors, trustees, managers, principle shareholders, or stakeholders of this company have any interest in any other relatedcompanies or businesswhether or not they are bidding for this contract. **YES / NO**

3.14.1 If yes, furnish particulars:

.....
.....

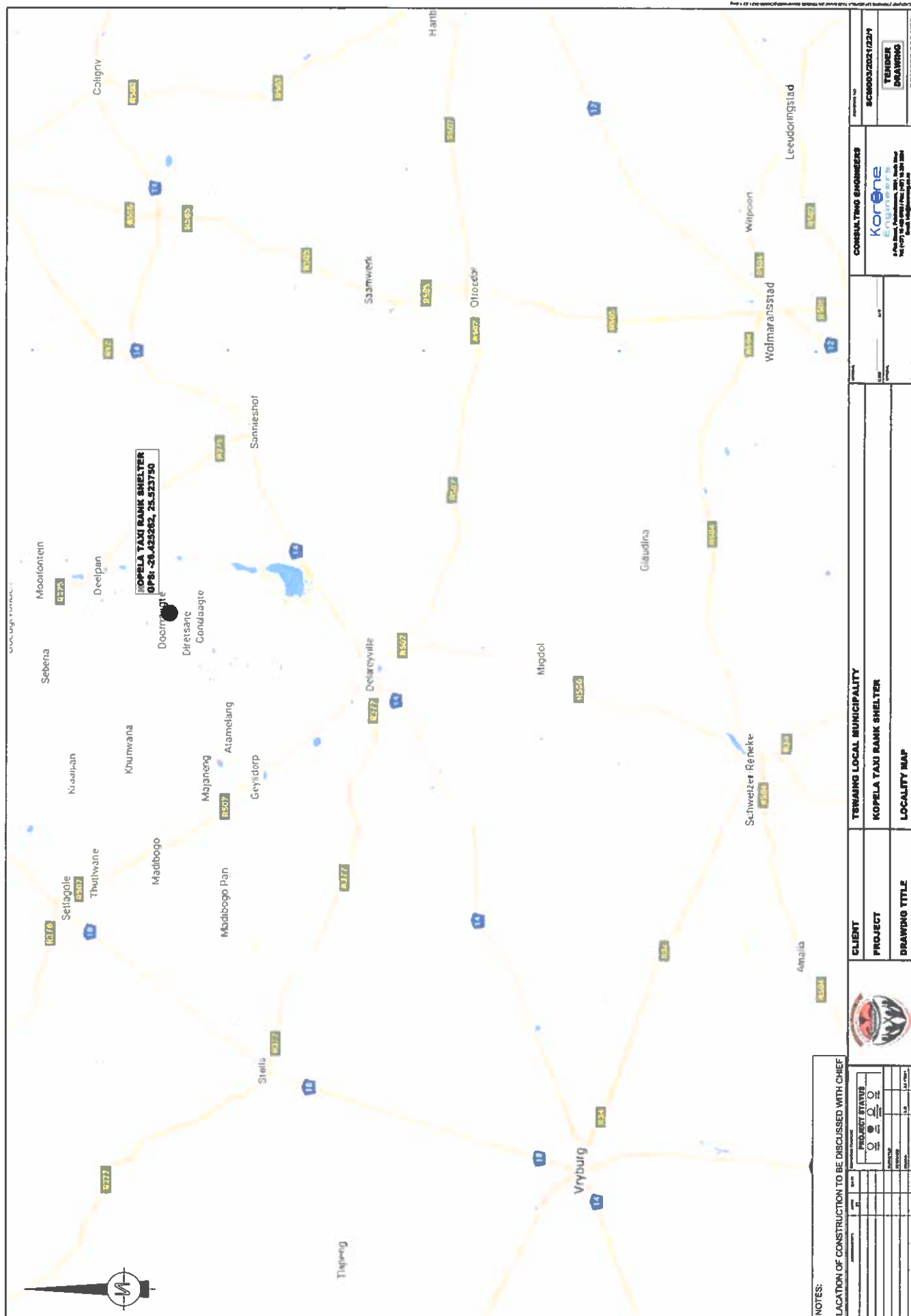
4. Full details of directors / trustees / members / shareholders.

Full Name	Identity Number	State Employee Number

.....
Signature

.....
Date

.....
CapacityName of Bidder



NOTES:

LOCATION OF CONSTRUCTION TO BE DISCUSSED WITH CHIEF

[illegible]

CLIENT	TSWAINING LOCAL MUNICIPALITY
PROJECT	KOPELA TAXI RANK SHELTER
DRAWING TITLE	LOCALITY MAP

4.9	4.9
4.9	4.9

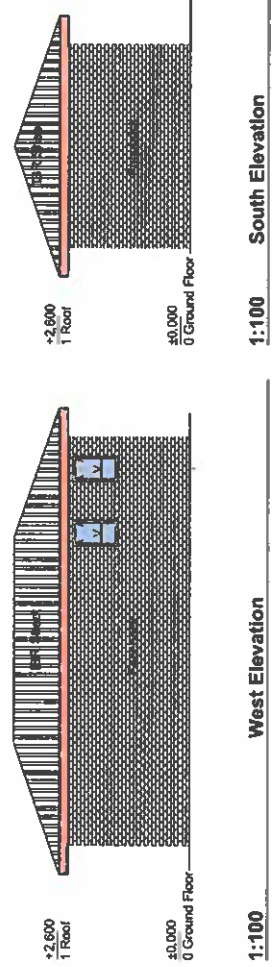
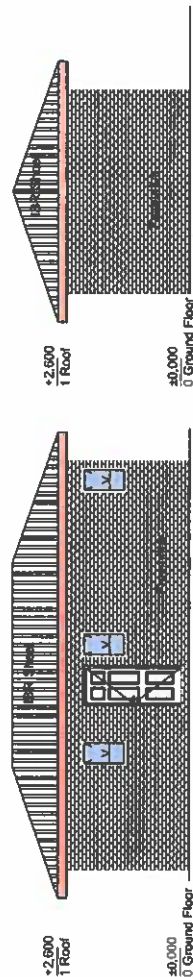
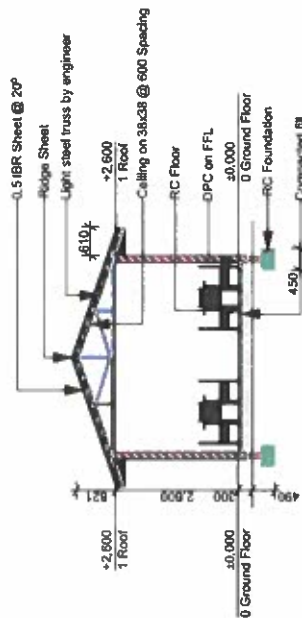
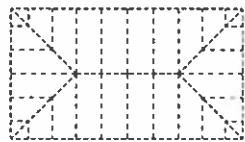
CONSULTING ENGINEERING

Korene
Engineers

Engineering

**TENDER
DRAWING**

Journal of Management Education



Element ID	Quantity	W x H Size	Orientation	All Opening Schedule			
	D1	D2	D3	D1	D2	D3	NC T1 S
	1	2	1	0.813x2.032	0.813x2.032	0.813x2.032	0.533x0.949
	L	R	L				

0.813
2.032

0.813
2.032

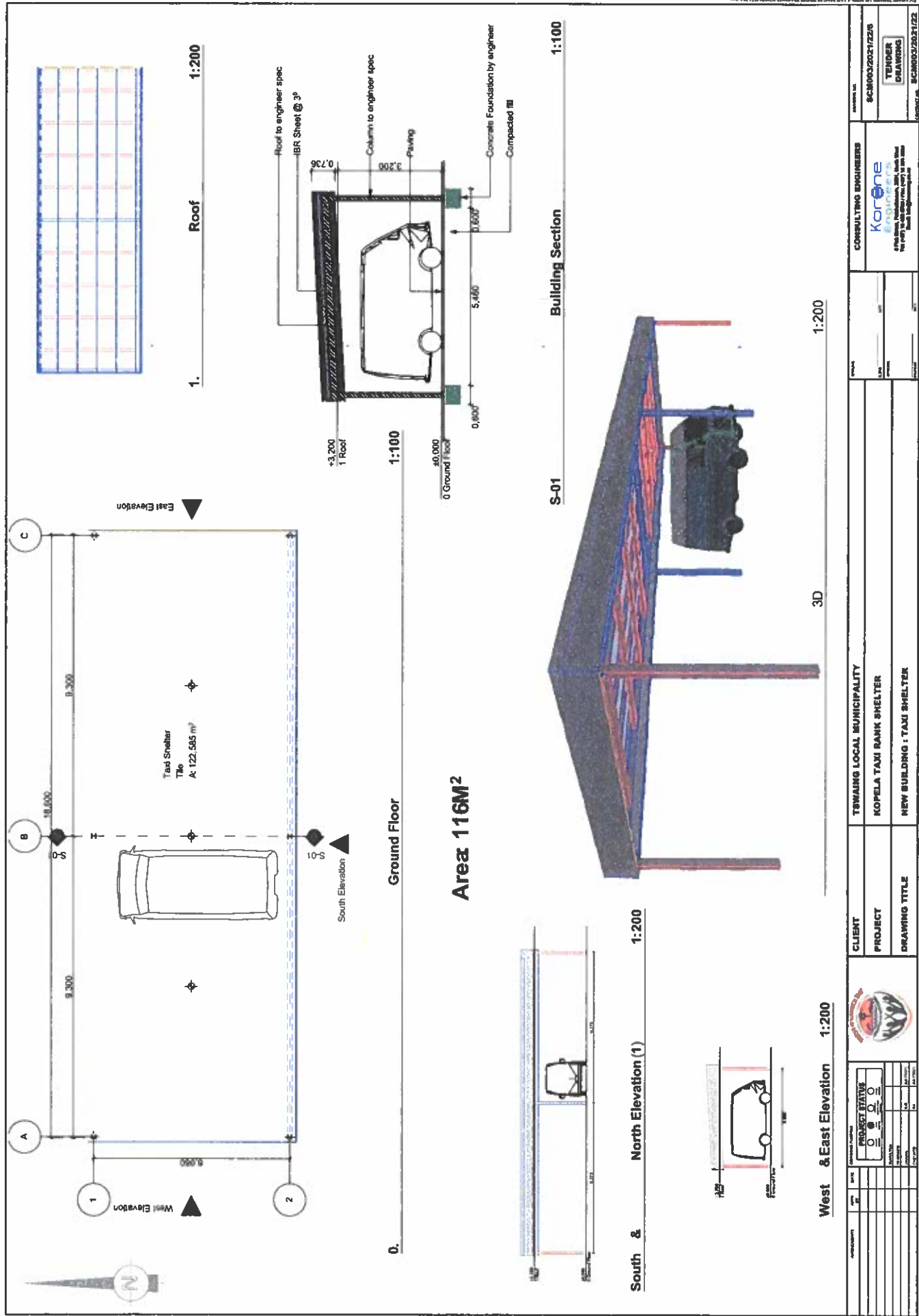
0.813
2.032

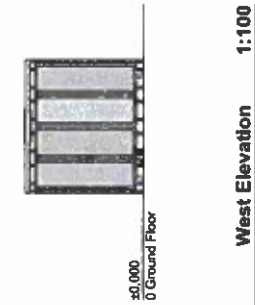
0.533
0.949

View

:100 All Openings Schedule

[illegible]

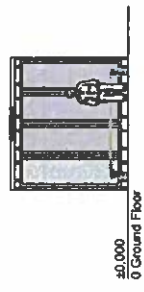




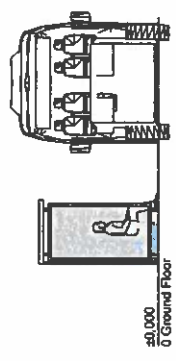
East Elevation 1:100



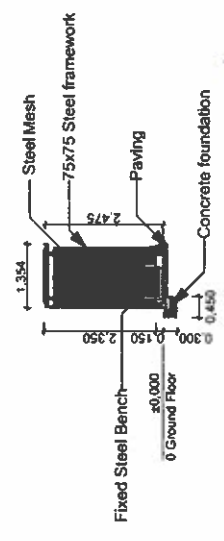
North Elevation 1:100



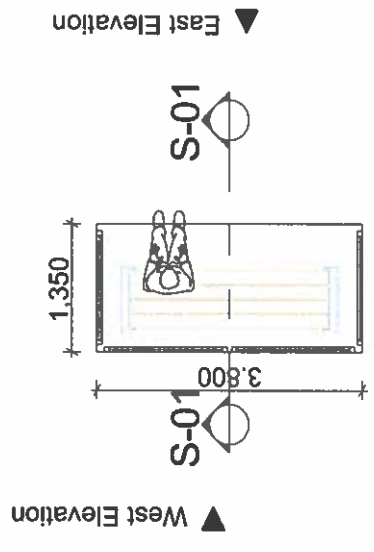
West Elevation 1:100



South Elevation 1:100

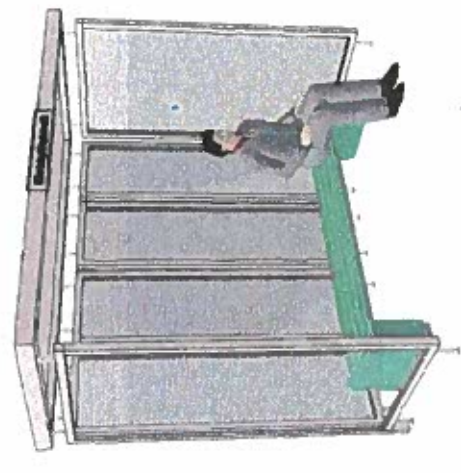


Building Section S-01 1:100



South Elevation

Area 5.3m²



3D 1:200

0. Ground Floor 1:50

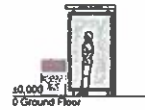
PROJECT STATUS		CLIENT		TOWAING LOCAL MUNICIPALITY		CONSULTING ENGINEERS		SC-0003/2021/2217	
APPROVED	DATE	PROJECT	PROJECT	KOPELA TAXI RANK SHELTER	KOPELA TAXI RANK SHELTER	Karone Engineers	SC-0003/2021/2217	SC-0003/2021/2217	SC-0003/2021/2217
REVISION	DATE	DRAWING TITLE	DRAWING TITLE	NEW BUILDING - BUS SHELTER	NEW BUILDING - BUS SHELTER	ENGINEER	DATE	DATE	DATE
1	2021/12/21								
2	2021/12/21								
3	2021/12/21								
4	2021/12/21								
5	2021/12/21								
6	2021/12/21								
7	2021/12/21								
8	2021/12/21								
9	2021/12/21								
10	2021/12/21								
11	2021/12/21								
12	2021/12/21								
13	2021/12/21								
14	2021/12/21								
15	2021/12/21								
16	2021/12/21								
17	2021/12/21								
18	2021/12/21								
19	2021/12/21								
20	2021/12/21								
21	2021/12/21								
22	2021/12/21								
23	2021/12/21								
24	2021/12/21								
25	2021/12/21								
26	2021/12/21								
27	2021/12/21								
28	2021/12/21								
29	2021/12/21								
30	2021/12/21								
31	2021/12/21								
32	2021/12/21								
33	2021/12/21								
34	2021/12/21								
35	2021/12/21								
36	2021/12/21								
37	2021/12/21								
38	2021/12/21								
39	2021/12/21								
40	2021/12/21								
41	2021/12/21								
42	2021/12/21								
43	2021/12/21								
44	2021/12/21								
45	2021/12/21								
46	2021/12/21								
47	2021/12/21								
48	2021/12/21								
49	2021/12/21								
50	2021/12/21								
51	2021/12/21								
52	2021/12/21								
53	2021/12/21								
54	2021/12/21								
55	2021/12/21								
56	2021/12/21								
57	2021/12/21								
58	2021/12/21								
59	2021/12/21								
60	2021/12/21								
61	2021/12/21								
62	2021/12/21								
63	2021/12/21								
64	2021/12/21								
65	2021/12/21								
66	2021/12/21								
67	2021/12/21								
68	2021/12/21								
69	2021/12/21								
70	2021/12/21								
71	2021/12/21								
72	2021/12/21								
73	2021/12/21								
74	2021/12/21								
75	2021/12/21								
76	2021/12/21								
77	2021/12/21								
78	2021/12/21								
79	2021/12/21								
80	2021/12/21								
81	2021/12/21								
82	2021/12/21								
83	2021/12/21								
84	2021/12/21								
85	2021/12/21								
86	2021/12/21								
87	2021/12/21								
88	2021/12/21								
89	2021/12/21								
90	2021/12/21								
91	2021/12/21								
92	2021/12/21								
93	2021/12/21								
94	2021/12/21								
95	2021/12/21								
96	2021/12/21								
97	2021/12/21								
98	2021/12/21								
99	2021/12/21								
100	2021/12/21								



South Elevation 1:100



East Elevation 1:100

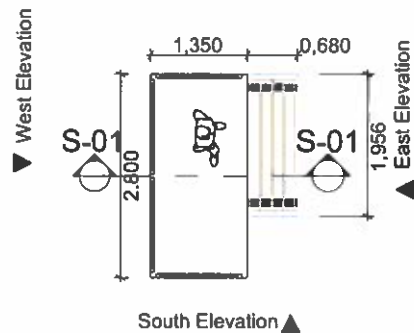


North Elevation 1:100



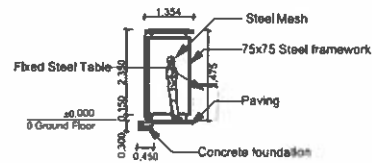
West Elevation 1:100

North Elevation ▼



South Elevation ▲

Area 4m²



S-01 Building Section 1:100



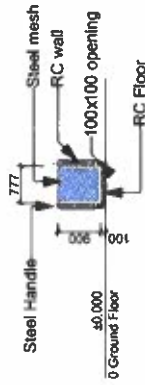
3D View 1:200

0.

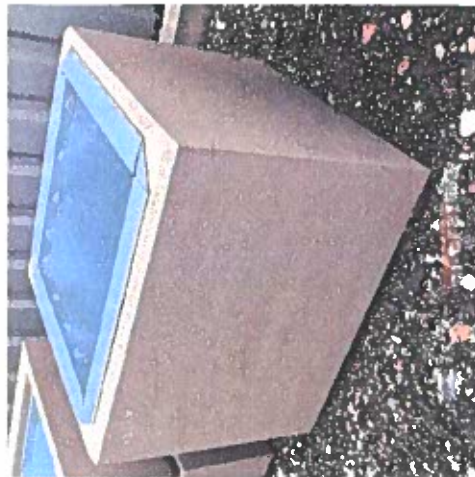
Ground Floor

1:50

PROJECT NAME PROJECT STATUS APPROVED REVISION DATE BY		CLIENT	TSWAINING LOCAL MUNICIPALITY	CONSULTING ENGINEERS 4101 Rietfontein, Rietfontein, 0181 Tel: 011 480 4800 / 011 480 4801 Email: info@koronaeng.co.za	SCHEMATIC SCHEMATIC/2021/230 TENDER DRAWING SCHEMATIC/2021/230
		PROJECT	KOPELA TAXI RANK SHELTER		
		DRAWING TITLE	NEW BUILDING - HAWKER STALL		

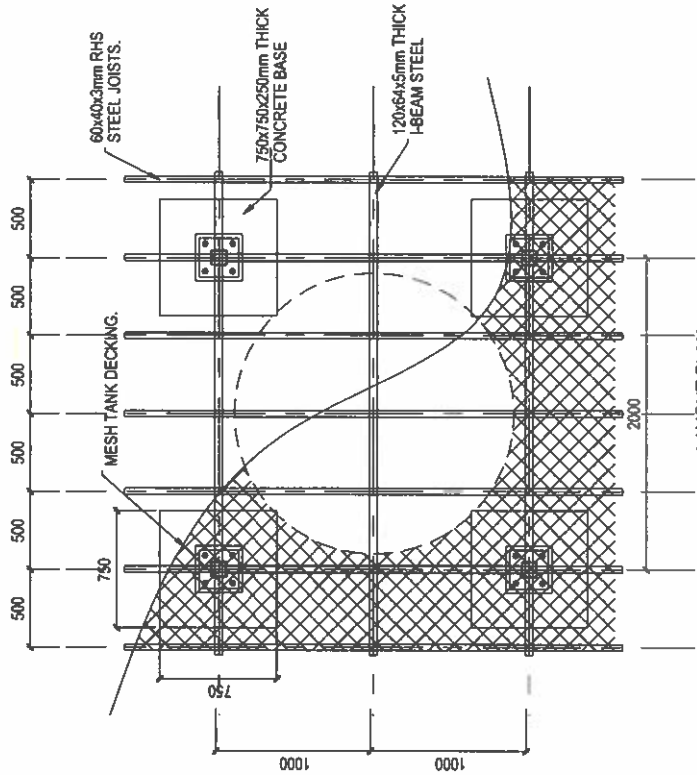


S-01 Building Section 1:100



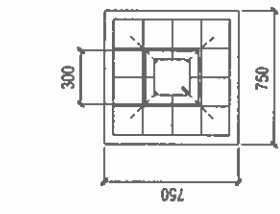
South Elevation 1:100

[illegible]

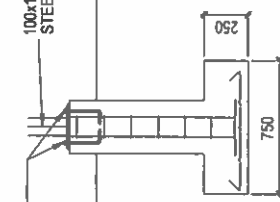


LAYOUT PLAN

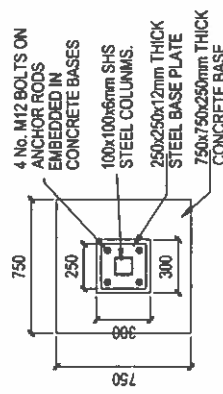
4-12mm ANCHOR RODS



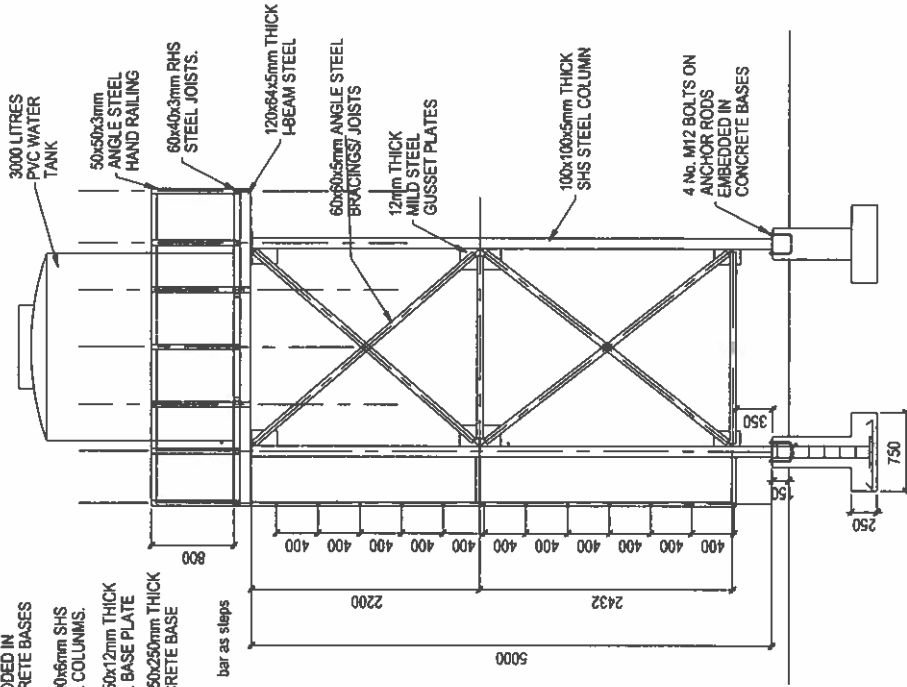
FOOTING REINFORCEMENT PLAN



FOOTING SECTION



FOOTING PLAN



TOWER ELEVATION

DRAWING NO.	S-C-0003/2021/22/19	DATE	19/01/2022
PROJECT NAME	KOPELA TAXI RANK SHELTER	CLIENT	TERAWING LOCAL MUNICIPALITY
PROJECT	NEW BUILDING - WATER TANKS STAND	DRAWING TITLE	NEW BUILDING - WATER TANKS STAND
DESIGNED BY	S-C-0003/2021/22/19	CHECKED BY	S-C-0003/2021/22/19
DRAWN BY	S-C-0003/2021/22/19	APPROVED BY	S-C-0003/2021/22/19
SCALE	1:100	SHEET NO.	1 OF 1
PROJECT NAME	KOPELA TAXI RANK SHELTER	CLIENT	TERAWING LOCAL MUNICIPALITY
PROJECT	NEW BUILDING - WATER TANKS STAND	CLIENT	TERAWING LOCAL MUNICIPALITY
PROJECT	NEW BUILDING - WATER TANKS STAND	DRAWING TITLE	NEW BUILDING - WATER TANKS STAND
DESIGNED BY	S-C-0003/2021/22/19	CHECKED BY	S-C-0003/2021/22/19
DRAWN BY	S-C-0003/2021/22/19	APPROVED BY	S-C-0003/2021/22/19
SCALE	1:100	SHEET NO.	1 OF 1





TABLE 1. *Continued*